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EXHIBIT 1

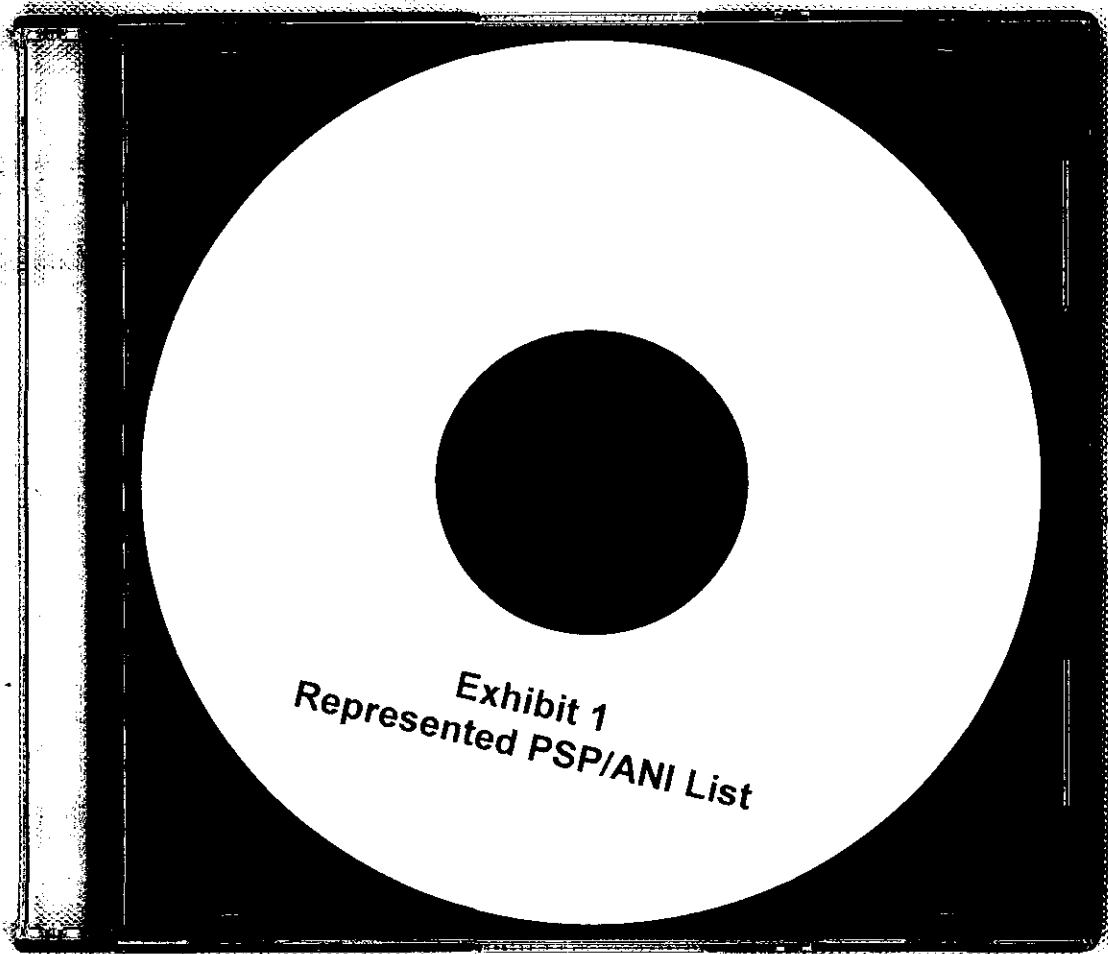


Exhibit 1
Represented PSP/ANI List

EXHIBIT 2

DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP

2101 L Street NW • Washington, DC 20037-1526

Tel (202) 785-9700 • Fax (202) 887-0689

Writer's Direct Dial: (202) 828-2236

A5691.0401

June 26, 2006

RECEIVED

JUN 26 2006

Federal Communications Commission
Office of Secretary

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th St., S.W., TW-A325
Washington, DC 20554

Re: Informal Complaint for Collection of Unpaid Payphone Compensation

Dear Ms. Dortch:

APCC Services, Inc. ("APCC Services") hereby files this informal complaint against WestStar Telecommunications, LLC ("Defendant"), pursuant to Section 208 of the Communications Act of 1934, as amended ("Act"), 47 U.S.C. § 208, and Section 1.716 of the Commission's rules, 47 C.F.R. § 1.716. Defendant has failed to pay the payphone compensation due under the Commission's rules. See 47 C.F.R. §§ 64.1300-1320 ("Compensation Rule"). APCC Services seeks payment by Defendant of all the compensation due to the payphone service providers ("PSPs") represented by APCC Services for the six-quarter period from July 1, 2004, to December 31, 2005.

I. Complainant's Contact Information

APCC Services is the authorized representative of certain PSPs ("the Represented PSPs") for the billing and collection of dial-around compensation. The Represented PSPs and the payphones they operated during each quarter covered by this complaint are listed on the CD attached as Exhibit 1. Each of the Represented PSPs has entered an agreement with APCC Services, which explicitly authorizes APCC Services to collect dial-around compensation on behalf of the Represented PSP for the periods at issue in this complaint. The name, address, and phone number for the Complainant are as follows:

APCC Services, Inc.
625 Slaters Lane, Suite 104
Alexandria, VA 22314
Phone: (703) 739-1322
Fax: (703) 739-1324

All contact with Complainant should be through the undersigned counsel.

II. Defendant's Contact Information

Defendant is a carrier who has completed dial-around calls originating from the Represented PSPs' payphones. The name and address of the Defendant is as follows:

WestStar Telecommunications, LLC
8494 South 700 East
Suite 105
Sandy, UT 84070

FCC records do not reflect that Defendant has any registered agent for service of process in the District of Columbia.

III. Statement of Facts

A. Regulatory Background

Section 276 of the Act requires the Commission to "establish a per call compensation plan to ensure that all payphone service providers are fairly compensated for each and every completed intrastate and interstate call using their payphone." 47 U.S.C. § 276(b)(1)(A). With respect to certain kinds of coinless payphone calls, known as "dial-around" calls, the Commission has determined that, because PSPs could not otherwise obtain fair compensation for such calls, the carrier for the call must (in the absence of individual agreements) pay the PSP "dial-around compensation" at a prescribed "default" rate per call.¹ The Commission adopted the *Compensation Rule* in 1996 and has modified the rule on a number of occasions since then to alter the payment rate and to reflect changes in policy as to the appropriate carrier to pay the compensation when more than one carrier is involved in a dial-around call.²

¹ See, e.g., *Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996*, Report and Order, 11 FCC Rcd 20541 (1996), recon. 11 FCC Rcd 21233 (1996), *aff'd in part and remanded in part sub. nom. Illinois Public Telecommunications Ass'n v. FCC*, 117 F.3d 555 (D.C. Cir. 1997), *clarified on rehearing*, 123 F.3d 693 (D.C. Cir. 1997) *cert. den. sub nom. Virginia State Corp. Comm'n v. FCC*, 523 U.S. 1046 (1998). Dial-around calls include access code calls and subscriber toll-free calls.

² See *Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996*, Report and Order, 13 FCC Rcd 19973 (2003) ("*Tollgate Order*"), recon. 19 FCC Rcd 21457 (2004) ("*Tollgate Reconsideration*").

Under the current *Compensation Rule*, which took effect July 1, 2004, the "Completing Carrier," defined as a local or long distance carrier or switch-based reseller that "completes a coinless access code or toll-free payphone call" must "pay compensation to payphone service providers on a quarterly basis for each completed payphone call" 47 C.F.R. §§ 64.1300, 64.1310(a)(2). Completing Carriers must establish an accurate dial-around call-tracking system and must submit quarterly reports to PSPs that, among other things, identify all of the calls completed by that carrier during the quarter ("Completing Carrier Reports"). *Id.* § 64.1310(a)(4). Defendant's chief financial officer ("CFO") must certify that each payment is 100% accurate. *Id.* § 64.1310(a)(3).

In addition:

each Completing Carrier must undergo an audit of its section 64.1310(a)(1) tracking system by an independent third party auditor whose responsibility shall be, using audit methods approved by the American Institute for Certified Public Accountants, to determine whether the call tracking system accurately tracks payphone calls to completion.

47 C.F.R. § 64.1320(a). Each Completing Carrier must then file with the Commission a System Audit Report regarding the carrier's compliance. 47 C.F.R. § 64.1320(b). Initial System Audit Reports were required to be filed on July 1, 2004, with annual updates on the anniversary date thereafter. 47 C.F.R. § 64.1320(b), (f).

The Commission's rules also define as an "Intermediate Carrier" any carrier in the call path prior to the Completing Carrier. *Id.* § 64.1310(b). Intermediate Carriers are required to provide quarterly reports ("Intermediate Carrier Reports") that identify all of the dial-around calls routed by the Intermediate Carrier to another carrier. *Id.* § 64.1310(c). The Intermediate Carrier report must identify the name and address of each carrier to whom calls were routed, and list by dialed number, the calls sent to each such carrier. *Id.*

According to industry practice, compensation for each quarter is to be paid by Completing Carriers (and call reports are to be submitted by Completing Carriers and Intermediate Carriers) on the first day of the second quarter following the quarter in which the call occurred. For example, compensation for the third quarter of 2004 (*i.e.*, July 1 – September 30, 2004) was due no later than January 1, 2005.

B. Defendant's Failure to Pay Compensation

Defendant is a Completing Carrier, and therefore is required to compensate the Represented PSPs for all dial-around calls completed by Defendant from the Represented PSPs' payphones. For each of the six calendar quarters from July 1, 2004, through December 31, 2005, APCC Services prepared and sent to Defendant a CD that contained (1) a letter and accompanying memoranda requesting payment, and (2) a text file identifying the Represented PSPs and their ANIs. A composite CD containing the contents of all six

CDs sent to Defendant is attached to this complaint as Exhibit 1. The information for each quarter is in a separate folder on the CD.

For some quarters, APCC Services did not send a CD to Defendant immediately after the close of the quarter, but sent the CD to Defendant at a later date. The CDs for each quarter were sent on the following dates:

Quarter	Date
3Q04	06/20/2006
4Q04	06/20/2006
1Q05	06/20/2006
2Q05	06/20/2006
3Q05	10/28/2005
4Q05	01/28/2006

Defendant did not make any dial-around compensation payments to APCC Services for any of the six quarters. Further, Defendant failed to provide, for any of the six quarters, the required Completing Carrier reports identifying the number of calls completed from the Represented PSPs' ANIs. Defendant also failed to file the System Audit Reports required by the *Compensation Rule* in order to establish that a Completing Carrier has an accurate call-tracking system.

After receiving compensation payments from other carriers and the associated Intermediate Carrier and Completing Carrier Reports, APCC Services analyzed the information in the carrier reports. By aggregating the information supplied by individual Intermediate Carriers, APCC Services is able to determine which carriers are Completing Carriers and the total number of calls sent to each Completing Carrier. For four of the six quarters covered by this complaint, the Intermediate Carrier Reports identified Defendant as receiving dial-around calls that originated from the Represented PSPs' payphones.

APCC Services has made a number of attempts to contact the Defendant and to demand payment. The most recent demand letter was sent on May 15, 2006, with an accompanying invoice to Defendant demanding payment of all of Defendant's unpaid compensation for the period from July 1, 2004, through December 31, 2005. This invoice summarized the calls reported by Intermediate Carriers as delivered to Defendant from the Represented PSPs' payphones, and billed Defendant for an amount equal to the number of reported calls multiplied by the applicable dial-around compensation, plus interest. A copy of that invoice is attached hereto as Exhibit 2.

For the period from July 1, 2004 through December 31, 2005, Intermediate Carriers reported that a total of 399,495 calls were delivered to Defendant from the Represented PSPs' payphones. Because Defendant never filed a System Audit Report as required by the *Compensation Rule*, Defendant has no acceptable means of determining how many of these calls were completed. Therefore, the Commission's rules and orders require that Defendant pay compensation for all dial-around calls delivered to it by Intermediate Carriers from the Represented PSPs' payphones. *Tollgate Reconsideration* ¶ 19. As shown in the invoice attached as Exhibit 2, with annual interest of 11.25%, as of the date of the invoice Defendant owed compensation to the Represented PSPs totaling at least \$204,278.32.³

By failing to make compensation payments and failing to provide call reports and conduct audits as required by the Commission's compensation rule and orders, Defendant has violated the payphone compensation provision of the Act, 47 U.S.C. § 276(b)(1)(A), and has committed unreasonable practices violating Section 201(b) of the Act, 47 U.S.C. § 201(b).

IV. Relief Requested

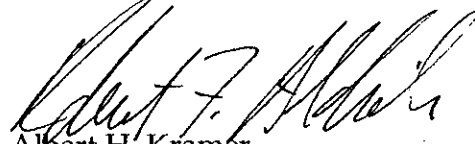
In this informal complaint, Complainant requests the Commission to order the Defendant to comply with the Commission's compensation rule by paying Complainant all compensation owed to the Represented PSPs for the period from July 1, 2004, through December 31, 2005. In addition, Complainant requests that the Commission order Defendant to pay interest on unpaid compensation at an annual rate of 11.25%. Complainant further requests that the Commission provide such other relief as it deems just and proper.

³ Complainant does not concede that the calls identified in the Intermediate Carrier reports comprise all the compensable calls handled by Defendant during the periods in question. Complainant hereby requests that the Commission order Defendant to pay compensation for all calls that Defendant may have carried, whether or not all such calls have been identified in Intermediate Carrier reports.

Marlene H. Dortch
June 26, 2006
Page 6

A copy of this letter has been sent by certified U.S. mail to the individuals on the attached service list.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Robert F. Aldrich", is written over the typed name.

Albert H. Kramer
Robert F. Aldrich
Jacob S. Farber
Dickstein Shapiro Morin & Oshinsky LLP
Washington, DC 20037
(202) 785-9700 (tel)
(202) 887-0689 (fax)

Attorneys for Complainant

Enclosures

cc: Alex Starr, Chief, Market Disputes Resolution Division (by U.S. Mail)
Jeff Larsen, WestStar Telecommunications, LLC (by Certified Mail)

EXHIBIT 1

CD With Represented PSP ANIs

(CD attached to original of Complaint)

EXHIBIT 2

Invoice



May 15, 2006

13833-WestStar Telecommunications LLC
Jeff Larsen
8494 S 700 East Ste 150
Sandy, UT 84070

Re: Demand for payment of federal payphone compensation

Dear Jeff Larsen:

Our records indicate that you have repeatedly failed to pay federal payphone compensation that you owe to our customers and have ignored our attempts to contact you. This places you in violation of the Federal Communications Commission's ("FCC's") payphone compensation regulations.¹ We have provided the FCC with a list of non-paying carriers and have requested that the FCC institute enforcement proceedings, including substantial fines and other penalties, on non-paying carriers.

APCC Services, Inc. an agent for collection of federal dial-around compensation on behalf of 1450 payphone service providers ("PSPs"), has determined that your company failed to pay dial-around compensation owed to our customers, in willful violation of Section 64.1300 of the Federal Communications Commission's ("FCC's") rules (47 CFR § 64.1300) and Section 201(b) of the Communications Act (47 CFR § 201(b)). Intermediate Carrier reports submitted in January, April, July, October 2005 and in January and April of 2006 pursuant to the FCC's payphone compensation rule (47 CFR § 64.1310) identified your company as a carrier to whom dial-around calls were sent from payphones during the second half of 2004 (July 1 – December 31, 2004) and for all quarters of 2005 (January 1 –December 31, 2005) as shown on the attached

¹ 47 CFR §§ 64.1300–64.1320, *as amended by Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-128, Report and Order, 18 FCC Rcd 19975 (2003) ("Tollgate Order"), *recon.*, 19 FCC Rcd 21457 (2004) ("Tollgate Reconsideration Order").

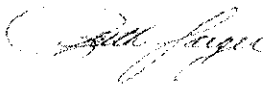
invoice. Based on the information reported to APCC Services, it is evident that your company completed calls made from payphones during these periods^s. Further, we have received no payments from another carrier on your behalf. Therefore, your company is required to pay compensation for every call completed from a payphone during these periods.

Your company also has failed to provide either the quarterly data report or the annual System Audit Report required by the compensation rule. 47 CFR §§ 64.1310, 64.1320. In the absence of any audited tracking data that can be relied upon to identify completed calls, PSPs are entitled to payment for every dial-around call delivered to your company's switch from the PSPs' payphones. Therefore, we require payment for all calls reported to be delivered to your switch times the \$.494 per-call compensation rate.² Attached is a statement of the number of dial-around calls reported by each of your Intermediate Carriers for each month of the quarter for the payphones represented by APCC Services.

PSPs rely on the compensation payments they receive to meet their operating costs. APCC Services is committed to ensuring that its PSP clients receive accurate and timely compensation payments and is prepared to pursue enforcement of the compensation rule against any carrier that does not make accurate and timely payments. The FCC has stated that willful violation of its compensation rule may result in fines of up to \$1.2 million and/or revocation of a carrier's interstate operating authority. *Order*, ¶44.

We are still hopeful that we can avoid taking action against your company. Please contact me immediately at 703-739-1322 x 240 to arrange payment of the amounts due.

Sincerely,



Ruth Jaeger
President & General Manager
APCC Services

² See *Tollgate Reconsideration Order* at 21469 ¶19.

APCC Services Dial Around Invoice 2005q4

APCC SERVICES, INC.
625 Slaters Lane, Suite 104
Alexandria, VA 22314
PHONE: 703-739-1322 FAX: 703-739-1324

April 24, 2006

Main Name : WestStar Telecommunications LLC
Payor ID : 13833 Invoice # 25338
Address : 8494 S 700 East Ste 150
: Sandy, UT 84070

IMPORTANT NOTE: PLEASE READ

The total amount owed shown at the end of this statement is due and payable for the calls sent to you by an Intermediate Carrier(s). This payment is past due and interest has been added to the total amount owed. Interest will continue to accrue on the unpaid amount. To avoid additional interest charges your payment must be received by July 1, 2006.

Calls sent by Intermediate Carriers 2005 Q1

IC	# of calls	@ \$0.494	Plus Interest	IC ID
QST	395	195.13	18.29	(68600784)

Calls sent by Intermediate Carriers 2005 Q2

IC	# of calls	@ \$0.494	Plus Interest	IC ID
QST	101895	50,336.13	3,303.31	(68600784)

Calls sent by Intermediate Carriers 2005 Q3

IC	# of calls	@ \$0.494	Plus Interest	IC ID
QST	160486	79,280.08	2,973.00	(68600784)

Calls sent by Intermediate Carriers 2005 Q4

IC	# of calls	@ \$0.494	Plus Interest	IC ID
QST	136719	67,539.19	633.18	(68600784)

Total Invoiced plus interest = \$204,278.32

Intermediate Carrier ID Reference List

QST 68600784 - West Star Telecommunications LLC
8494 S 700 East-Ste 150-Sandy, UT 84070

QST 68600784 - WestStar Telecommunications LLC
8494 S 700 East Ste 150--Sandy, UT 84070

Please include this page with the payment.

Send payment to:

APCC SERVICES, INC.
625 Slaters Lane, Suite 104
Alexandria, VA 22314

Main Name : WestStar Telecommunications LLC
April 24, 2006
Payor ID : 13833 Invoice # 25338
Address : 8494 S 700 East Ste 150
: Sandy, UT 84070

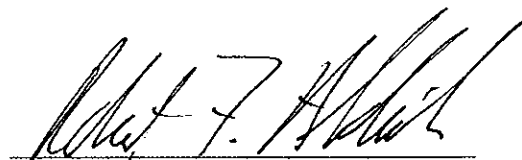
Total Invoiced plus interest = \$204,278.32

CERTIFICATE OF SERVICE

I hereby certify that on June 26, 2006, a copy of the foregoing Informal Complaint was delivered via first-class U.S. Mail, postage pre-paid or Certified Mail (*) as indicated to the following parties:

Jeff Larsen*
WestStar Telecommunications, LLC
8494 South 700 East
Suite 105
Sandy, UT 84070

Alexander Starr, Chief
Enforcement Bureau
Market Disputes Resolution Division
Federal Communications Commission
445 12th Street, S.W., Room 4-C342
Washington, DC 20554

A handwritten signature in black ink, appearing to read "Robert F. Aldrich", written over a horizontal line.

Robert F. Aldrich



STAMP AND RETURN

DICKSTEINSHAPIRO_{LLP}

1825 Eye Street NW | Washington, DC 20006-5403
TEL (202) 420-2200 | FAX (202) 420-2201 | dicksteinshapiro.com
Writer's Direct Dial: (202) 420-2236
A5691.0633

November 20, 2006

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th St., S.W., TW-A325
Washington, DC 20554

FILED/ACCEPTED

NOV 21 2006

Federal Communications Commission
Office of the Secretary

Re: **File No. EB-06-MDIC-0049, APCC Services, Inc. v. WestStar Telecommunications, LLC, Informal Complaint for Collection of Unpaid Payphone Compensation**

Dear Ms. Dortch:

Since filing this complaint, APCC Services, Inc., has learned that a compensation payment clearinghouse, BSG, which pays dial-around compensation and reports dial-around calling data on behalf of numerous carriers, made data reporting errors affecting the Intermediate Carrier reports for the billing periods (i.e., calendar quarters) covered by this complaint.¹ Specifically, in processing "back-billed" ANIs² and initially disputed ANIs that were later cleared for payment,³ BSG failed to include the newly validated ANIs in Intermediate Carrier reports for any of its reporting Intermediate Carriers. As a result, the Intermediate Carrier reports failed to identify over seven million calls routed to more than eighty SBRs, including the Defendant. Due to the BSG error, the informal complaint in this proceeding substantially understated the number of calls routed to Defendant for every billing period covered by this complaint.

¹ The Commission's compensation rule requires Intermediate Carriers to provide payphone service providers ("PSPs") or their representatives with accurate reports of the calls that Intermediate Carriers route to other facilities-based carriers. 47 C.F.R. § 64.1310(c). Many but not all carriers meet these obligations by utilizing compensation clearinghouses such as National Payphone Clearinghouse ("NPC") and BSG Clearing Solutions ("BSG") (formerly Billing Concepts). The purpose of Intermediate Carrier reports is to enable PSPs to monitor the number of dial-around calls sent to each carrier. PSPs can use the data to determine, among other things, whether a carrier has failed to pay compensation and how many calls are unpaid. For example, APCC Services relied on Intermediate Carrier reports from BSG in determining the minimum amount of compensation owed by the Defendant.

² "Back-billed" ANIs are ANIs that PSPs submit for payment after the end of the initial payment cycle for the quarter in which the calls occurred.

³ APCC Services reserves the right to dispute the legality, under the Commission's rules, of Intermediate Carriers' practice of excluding from their initial Intermediate Carrier reports ANIs that are disputed by one or more Completing Carriers or that the Intermediate Carrier itself has been unable to validate.

DICKSTEINSHAPIRO_{LLP}

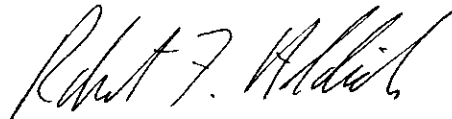
Marlene H. Dortch
November 20, 2006
Page 2

In order to reconcile its billing data, APCC Services obtained from BSG additional Intermediate Carrier reports containing the missing data for each affected billing period. APCC Services then processed the restated data in order to determine the effect of each corrected report on APCC Services' calculation of the minimum number of calls for which the payphone service providers ("PSPs") represented by APCC Services is owed payment by each of the SBRs involved in these errors. Because a very large number of PSPs, SBRs, and dial-around calls are affected, the data analysis required has been very complex, time-consuming, and resource-intensive.

Information summarizing the results of APCC Services' data analysis is attached. The attached spreadsheet provides a revised statement of the information included in the invoice attached to APCC Services' complaint.⁴ Specifically, the attachment provides a corrected statement of the *minimum* number of calls delivered to WestStar Telecommunications, LLC by each Intermediate Carrier in each quarter covered by the Complaint and a comparison of the corrected numbers with those originally included in the complaint.⁵ As shown, the overall result of these error corrections is to increase the minimum number of calls for which Defendant owes compensation from 399,495 to 401,700, and to increase the minimum amount of compensation owed by Defendant from \$204,278.32 to \$210,999.43.

Please contact the undersigned if you have any questions or require further information about this matter.

Respectfully submitted,



Albert H. Kramer
Robert F. Aldrich
Jacob S. Farber

Attorneys for Complainant

Enclosure

⁴ The spreadsheet also updates the accumulated interest for the unpaid calls.

⁵ APCC Services does not concede that these minimum amounts are the total amounts due from Defendant. APCC Services provided a computation of the amount due in its complaint because Defendant failed to meet its obligation to accurately track and report dial-around calls as required by the Commission's rules. In this complaint, APCC Services seeks payment for all calls routed to Defendant from the Represented PSPs' payphones, which may well exceed the totals provided in the attached computation.

DICKSTEINSHAPIRO_{LLP}

Marlene H. Dortch

November 20, 2006

Page 3

cc: Alex Starr, Chief, Market Disputes Resolution Division (by U.S. Mail)
Tracy Bridgham, Enforcement Bureau (by U.S. Mail and electronic mail)
Jeff Larsen (by U.S. Mail)

WESTSTAR TELECOMMUNICATIONS LLC

CORRECTED STATEMENT OF MINIMUM NUMBER OF CALLS AND AMOUNT OWED

YQ	IC	Calls	Comp. Amt.	Interest	Total Amt. Owed
2005q1	QST	413	\$204.02	\$24.87	\$228.89
2005q2	QST	102,804	\$50,785.18	\$4,761.11	\$55,546.29
2005q3	QST	161,530	\$79,795.82	\$5,236.60	\$85,032.42
2005q4	QST	136,953	\$67,654.78	\$2,537.05	\$70,191.84
Total		401,700	\$198,439.80	\$12,559.63	\$210,999.43
Total initially reported		399,495			\$204,278.32
Amt. of correction		2,205			\$6,721.11
Total as corrected		401,700	\$198,439.80	\$12,559.63	\$210,999.43

June 30, 2008

FILED/ACCEPTED

JUN 30 2008

Federal Communications Commission
Office of the Secretary

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th St., S.W., TW-A325
Washington, DC 20554

Re: Informal Complaint for Collection of Unpaid Payphone Compensation

Dear Ms. Dortch:

APCC Services, Inc. ("APCC Services" or "Complainant") hereby files this informal complaint against WestStar Telecommunications, LLC ("WestStar"), True LD ("True LD"), LLC, and Global Access Telecom ("Global Access") (collectively "Defendants"), pursuant to Section 208 of the Communications Act of 1934, as amended ("Act"), 47 U.S.C. § 208, and Section 1.716 of the Commission's rules, 47 C.F.R. § 1.716. Defendants have failed to pay the payphone compensation due under the Commission's rules. See 47 C.F.R. §§ 64.1300-1320 ("Compensation Rule").

APCC Services previously filed an informal complaint seeking payment by WestStar of all the compensation due to the payphone service providers ("PSPs") represented by APCC Services for calls made during the six-quarter period from July 1, 2004, to December 31, 2005. See File No. EB-06-MDIC-0049 (filed June 26, 2006) (the "2006 Informal Complaint"). APCC Services is filing the instant complaint against WestStar, True LD, and Global Access because they are, upon information and belief, a common enterprise, under common ownership and operated as a single entity. The instant informal complaint is in addition to the 2006 Informal Complaint and seeks recovery of the unpaid compensation for calls made for the eight-quarter period from January 1, 2006 through December 31, 2007.¹

I. Complainant's Contact Information

APCC Services is the authorized representative of certain PSPs ("the Represented PSPs") for the billing and collection of dial-around compensation. The Represented PSPs and the payphones they operated ("ANIs") during each quarter covered by this complaint

¹ A prior version of this informal complaint was filed with the Commission on June 25, 2008. The instant informal complaint supersedes and replaces the version filed on June 25, 2008.

DICKSTEIN SHAPIRO LLP

Marlene H. Dortch

June 30, 2008

Page 2

are listed on the CD attached as Exhibit 1. Each of the Represented PSPs has entered into an agreement with APCC Services, which explicitly authorizes APCC Services to collect dial-around compensation on behalf of the Represented PSP for the periods at issue in this complaint. The name, address, and phone number for the Complainant are as follows:

APCC Services, Inc.
625 Slaters Lane, Suite 104
Alexandria, VA 22314
Phone: (703) 739-1322
Fax: (703) 739-1324

All contact with Complainant should be through the undersigned counsel.

II. Defendants' Contact Information

Defendants have completed dial-around calls originating from the Represented PSPs' payphones. So far as APCC Services can determine, the contact information for the Defendants is as follows:

WestStar Telecommunications, LLC
True Long Distance, LLC
Global Access Telecom
Attn: Jeff Larsen
2470 W Majestic Parkway #120
Tucson, AZ 85705

APCC Services also has a record of the Defendants at the following addresses:

WestStar Telecommunications, LLC
8494 South 700 East
Suite 105
Sandy, UT 84070

WestStar Telecommunications, LLC
6905 South 1300 East
#242
Midvale, UT 84047

FCC Records do not reflect that Defendants have any registered agent for service for the District of Columbia.

III. Statement of Facts

A. Regulatory Background

Section 276 of the Act requires the Commission to “establish a per call compensation plan to ensure that all payphone service providers are fairly compensated for each and every completed intrastate and interstate call using their payphone.” 47 U.S.C. § 276(b)(1)(A). With respect to certain kinds of coinless payphone calls, known as “dial-around” calls, the Commission has determined that, because PSPs could not otherwise obtain fair compensation for such calls, the carrier for the call must (in the absence of individual agreements) pay the PSP “dial-around compensation” at a prescribed “default” rate per call.² The Commission adopted the *Compensation Rule* in 1996 and has modified the rule on a number of occasions since then to alter the payment rate and to reflect changes in policy as to the appropriate carrier to pay the compensation when more than one carrier is involved in a dial-around call.³

Under the current *Compensation Rule*, which took effect July 1, 2004, the “Completing Carrier,” defined as a local or long distance carrier or switch-based reseller that “completes a coinless access code or toll-free payphone call” must “pay compensation to payphone service providers on a quarterly basis for each completed payphone call” 47 C.F.R. §§ 64.1300, 64.1310(a)(2). Completing Carriers must establish an accurate dial-around call-tracking system and must submit quarterly reports to PSPs that, among other things, identify all of the calls completed by that carrier during the quarter (“Completing Carrier Reports”). *Id.* § 64.1310(a)(4). Defendants’s chief financial officer (“CFO”) must certify that each payment is 100% accurate. *Id.* § 64.1310(a)(3).

In addition:

each Completing Carrier must undergo an audit of its section 64.1310(a)(1) tracking system by an independent third party auditor whose responsibility shall be, using audit methods approved by the American Institute for Certified Public Accountants, to determine

² See, e.g., *Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996*, Report and Order, 11 FCC Rcd 20541 (1996), recon. 11 FCC Rcd 21233 (1996), *aff’d in part and remanded in part sub. nom. Illinois Public Telecommunications Ass’n v. FCC*, 117 F.3d 555 (D.C. Cir. 1997), *clarified on rehearing*, 123 F.3d 693 (D.C. Cir. 1997) *cert. den. sub nom. Virginia State Corp. Comm’n v. FCC*, 523 U.S. 1046 (1998). Dial-around calls include access code calls and subscriber toll-free calls.

³ See *Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996*, Report and Order, 13 FCC Rcd 19973 (2003) (“*Tollgate Order*”), recon. 19 FCC Rcd 21457 (2004) (“*Tollgate Reconsideration*”).

whether the call tracking system accurately tracks payphone calls to completion.

47 C.F.R. § 64.1320(a). Each Completing Carrier must then file with the Commission a System Audit Report regarding the carrier's compliance. 47 C.F.R. § 64.1320(b). Initial System Audit Reports were required to be filed on July 1, 2004, with annual updates on the anniversary date thereafter. 47 C.F.R. § 64.1320(b), (f).

The Commission's rules also define as an "Intermediate Carrier" any carrier in the call path prior to the Completing Carrier. *Id.* § 64.1310(b). Intermediate Carriers are required to provide quarterly reports ("Intermediate Carrier Reports") that identify all of the dial-around calls routed by the Intermediate Carrier to another carrier. *Id.* § 64.1310(c). The Intermediate Carrier report must identify the name and address of each carrier to whom calls were routed, and list by dialed number, the calls sent to each such carrier. *Id.*

According to industry practice, compensation for each quarter is to be paid by Completing Carriers (and call reports are to be submitted by Completing Carriers and Intermediate Carriers) on the first day of the second quarter following the quarter in which the call occurred. For example, compensation for the first quarter of 2006 (*i.e.*, January 1 – March 31, 2006) was due no later than July 1, 2006.

B. Defendants' Failure to Pay Compensation

Defendants are Completing Carriers, and therefore are required to compensate the Represented PSPs for all dial-around calls completed by Defendants from the Represented PSPs' ANIs. For each of the eight calendar quarters from January 1, 2006 through December 31, 2007, within 30 days of the close of the quarter, APCC Services prepared and sent to Defendants a CD that contained (1) a letter and accompanying memoranda requesting payment, and (2) text files identifying the Represented PSPs and their ANIs.⁴

Defendants did not make any dial-around compensation payments to APCC Services for any of the eight quarters from January 1, 2006 through December 31, 2007. Further, Defendants failed to provide, for any of the eight quarters, the required Completing Carrier reports identifying the number of calls completed from the Represented PSPs' ANIs. Defendants also failed to file the System Audit Reports required by the *Compensation Rule* in order to establish that a Completing Carrier has an accurate call-tracking system.

After receiving compensation payments from other carriers and the associated Intermediate Carrier and Completing Carrier Reports, APCC Services analyzed the information in the carrier reports. By aggregating the information supplied by individual Intermediate Carriers, APCC Services is able to determine which carriers are Completing

⁴ These are the same files that are contained in the CD attached as Exhibit 1.

DICKSTEIN SHAPIRO LLP

Marlene H. Dortch

June 30, 2008

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Carriers and the total number of calls sent to each Completing Carrier. For each of the eight quarters covered by this complaint, the Intermediate Carrier Reports identified Defendants as receiving dial-around calls that originated from the Represented PSPs' payphones.

For each of the eight quarters at issue in this complaint, after determining that Defendants received dial-around calls from the Represented PSPs' payphones, APCC Services sent an invoice to Defendants demanding payment for those calls. The invoices for each quarter were sent on the following dates:

Quarter	Date
1Q2006	8/7/06
2Q2006	11/6/06
3Q2006	2/8/07
4Q2006	5/14/07
1Q2007	8/2/07
2Q2007	11/16/07
3Q2007	2/15/08
4Q2007	4/30/08

In the 2006 Informal Complaint, APCC Services described its efforts to contact the Defendants and to demand payment. For the period covered by the instant complaint, APCC Services has continued those efforts. As discussed above, APCC Services has demanded payment and invoiced Defendants on a quarterly basis. Despite those efforts, Defendants have continued to flaunt their obligations under the compensation rules, and have failed to pay any compensation for any of the quarters at issue in this complaint.

As reflected in the summary of Intermediate Carrier data concerning calls sent to Defendants attached as Exhibit 2, for the period from January 1, 2006 through December 31, 2007, Intermediate Carriers reported that a total of 960,601 calls were delivered to Defendants from the Represented PSPs' payphones. In the absence of any data from the Defendants, APCC Services contends that the Defendants should be required to pay compensation for all dial-around calls delivered to it by Intermediate Carriers from the Represented PSPs' payphones, as the best available proxy for completed calls, *Tollgate Reconsideration* ¶ 19, with some nominal allowance for calls that may not have been completed. In the event that the Defendants come forward with purported data concerning the number of calls it completed, the Commission has made clear that the Defendants may not rely upon its unaudited data to determine its payment obligation for dial-around compensation. See *APCC Services, Inc. v. Radiant Telecom, Inc. et al.*, FCC 08-131,

Memorandum Opinion and Order (Rel. May 20, 2008), ¶ 30 ("*Radiant*") ("Because the Defendants failed to comply with the Commission's call tracking rules, we cannot ascertain the exact number of calls for which [the carrier] is liable."). At a bare minimum, under the approach the Commission has adopted in *Radiant* and other orders, Defendants should be responsible for payment of no less than 50% of the number of calls delivered to them by Intermediate Carriers from the Represented PSPs' payphones, with appropriate upward adjustments to account for Defendants' data.⁵

By failing to make compensation payments and failing to provide call reports and conduct audits as required by the Commission's compensation rule and orders, Defendants have violated the payphone compensation provision of the Act, 47 U.S.C. § 276(b)(1)(A), and has committed unreasonable practices violating Section 201(b) of the Act, 47 U.S.C. § 201(b).

IV. Relief Requested

In this informal complaint, Complainant requests the Commission to order the Defendants to comply with the Commission's *Compensation Rule* by paying Complainant all compensation owed to the Represented PSPs for the period from January 1, 2006, through December 31, 2007. In addition, Complainant requests that the Commission order Defendants to pay interest on unpaid compensation at an annual rate of 11.25%. Complainant further requests that the Commission provide such other relief as it deems just and proper.

Because the Defendants are a common enterprise, under common control and operated as a single entity, they should be held jointly and severally liable for the damages sought by this informal complaint.

⁵ Complainant does not concede that the calls identified in the Intermediate Carrier reports comprise all the compensable calls handled by Defendant during the periods in question. Complainant hereby requests that the Commission order Defendants to pay compensation for all completed calls that Defendants may have carried, whether or not all such calls have been identified in Intermediate Carrier reports.

DICKSTEIN SHAPIRO LLP

Marlene H. Dortch

June 30, 2008

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A copy of this letter has been sent by certified U.S. mail to the individuals on the attached service list.

Respectfully submitted,



Albert H. Kramer
Robert F. Aldrich
Jacob S. Farber
Dickstein Shapiro LLP
1825 Eye Street, NW
Washington, DC 20006
(202) 420-2290 (tel)
(202) 420-2201 (fax)

Attorneys for Complainant

Enclosures

cc: Alex Starr, Chief, Market Disputes Resolution Division (by E-mail)
Tracy Bridgham, Market Disputes Resolution Division (by E-mail)
Rosemary McEnery, Market Disputes Resolution Division (by E-mail)

EXHIBIT 1

CD With Represented PSP ANIs

EXHIBIT 2

Summary of Calls Reported By Intermediate Carriers

14069 True Long Distance				
inv YQ	inv #	IC	IC YQ	IC calls
2007q4	48400	SAVON	2007q4	5405
2007q4	48400	NETL	2007q3	1
2007q3	42081	NETL	2007q3	1
2007q4	48400	NETL	2007q1	32274
2007q3	42081	NETL	2007q1	8763
2007q2	39883	LATA1	2007q1	64536
2007q2	39883	MERC	2007q1	13301
2007q1	39184	LATA1	2007q1	64536
2007q1	39175	MERC	2007q1	20372
2007q1	39175	MERC	2006q4	86518
2007q1	39175	MERC	2006q3	1
				295708
13833 WestStar Telecommunications LLC				
inv YQ	inv #	IC	IC YQ	IC calls
2007q1	39046	GBLX	2007q1	208
2007q4	48326	GBLX	2006q4	99
2007q3	42027	QST	2006q4	4
2007q2	39826	GBLX	2006q4	51
2007q2	39826	QST	2006q4	21
2007q1	39046	GBLX	2006q4	64849
2007q1	39046	QST	2006q4	24998
2007q4	48326	QST	2006q3	14
2007q3	42027	QST	2006q3	11
2007q2	39826	QST	2006q3	286
2007q1	39046	QST	2006q3	206388
2007q1	39046	QST	2006q2	207614
2007q1	39046	QST	2006q1	160350
				664893

CERTIFICATE OF SERVICE

I hereby certify that on June 30, 2008, a copy of the foregoing Informal Complaint was delivered via Certified Mail as indicated to the following parties:

Jeff Larsen
WestStar Telecommunications, LLC
8494 South 700 East
Suite 105
Sandy, UT 84070

WestStar Telecommunications, LLC
True Long Distance, LLC
Global Access Telecom
Attn: Jeff Larsen
2470 W Majestic Parkway #120
Tucson, AZ 85705

WestStar Telecommunications, LLC
6905 South 1300 East
#242
Midvale, UT 84047

Lisa C. Thompson, Esq.
Thompson Law Group, P.C.
2321 E. Speedway Boulevard
Tucson, AZ 85719



Albert H. Kramer

EXHIBIT 3

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of)	
)	
APCC Services, Inc. (FRN 0006-8497-07),)	
)	
Complainant,)	
)	
v.)	File No. _____
)	
True LD, LLC,)	
West Star Telecommunications, LLC, and)	
Global Access LD, LLC, a/k/a Global Access)	
Telecom, a/k/a Global Access, Inc.)	
)	
)	
Defendants.)	
)	
)	

DECLARATION OF RUTH JAEGER

1. I am President and General Manager of APCC Services, Inc. ("APCC Services"). My business address is 625 Slaters Lane, Suite 104, Alexandria, VA 22314.

2. This declaration is given in conjunction with the above-captioned formal complaint ("Complaint"). Any capitalized terms used but not defined in this declaration are used as defined in the Complaint.

I. APCC Services

3. APCC Services is the leading dial-around compensation billing and collection clearinghouse for independent payphone service providers ("PSPs"). APCC Services acts as the agent of its PSP customers for the billing and collection of dial-around compensation. On behalf of our PSP customers, we invoice and collect dial-around compensation payments on a quarterly basis from the carriers who receive calls from our customers' payphones. In conjunction with

our billing and collection efforts, we communicate on a regular basis with our customers, payor carriers, Intermediate Carriers and the carriers' payment clearinghouses.

4. As the President and General Manager of APCC Services, I am familiar with all aspects of APCC Services' operations. I also have extensive dealings with the Defendant, and dozens of other Completing Carriers and Intermediate Carriers.

II. The Represented PSPs

5. APCC Services is an authorized agent for its PSP customers for purposes of billing and collecting payphone compensation. APCC Services requires its customers to execute the APCC Services Compensation Agency Agreement ("Agency Agreement") and the accompanying Power of Attorney empowering APCC Services to act on their behalf. Example of these agreements are attached as Exhibits 4 and 5 to the Complaint.

6. APCC Services represents as dial-around compensation agent, and thus the PSPs that APCC Services represents in this complaint (the "Represented PSPs") constitute, slightly different sets of PSPs for each quarter. The Represented PSPs for each quarter during the Complaint Period, along with the ANIs for each of their respective payphones for which damages are sought, are listed in separate text files on the CD attached to the Complaint as Exhibit 1.

7. APCC Services has an executed Agency Agreement and Power of Attorney for each of the Represented PSPs.

III. The Failure of Defendant to Comply With Its Dial-Around Compensation Obligations Relating to the Complaint Period

8. APCC Services has been able to determine from Intermediate Carrier Reports that True, West Star, and Global (collectively, "Defendant") are Completing Carriers required to pay dial-around compensation to the Represented PSPs for calls made during the Complaint Period.

9. Six Intermediate Carriers—Global Crossing, Qwest Communications Corporation ("Qwest"), Mercury Telecom, Inc. ("Mercury"), LataOne LLC ("LataOne"), Net Tel, LLC ("Net

Tel”), and Savon Telecom, LLC (“Savon”)—have identified West Star, True, and/or Global as a facilities-based carrier that received dial-around calls originating from Represented PSPs’ payphones during the Complaint Period.

10. The Intermediate Carrier Reports identify the total number of calls delivered by the reporting Intermediate Carrier to each facilities-based carrier or switch-based reseller to whom it delivered calls and provide identifying contact information for each such carrier or reseller.

11. By aggregating the information supplied by individual Intermediate Carriers, APCC Services is able to determine the total number of calls sent to each carrier and whether a carrier is an Intermediate Carrier or Completing Carrier. If a carrier is identified by Intermediate Carrier reports as a facilities-based carrier or switch-based reseller that receives dial-around calls, and if that carrier does not itself file an Intermediate Carrier report showing that it delivers the dial-around calls to another facilities-based carrier or switch-based reseller, then it can be inferred that the carrier is a Completing Carrier, not an Intermediate Carrier.

12. In APCC Services’ experience, Intermediate Carriers do not carry traffic for which they are not paid. Therefore, if an Intermediate Carrier reports delivering traffic to particular carrier for several consecutive quarters, as is the case here with Defendant, then the Intermediate Carrier is being paid for carrying those calls.

13. The data from the relevant Intermediate Carrier Reports identifying Defendant as receiving calls appear in separate folders for each Intermediate Carrier in the CD attached to the Complaint as Exhibit 6 (Intermediate Carrier Report Data). APCC Services has excerpted the Defendant-specific data from those Intermediate Carrier Reports (which in their original format included data regarding all the carriers to which the Intermediate Carrier sent calls), on the basis of the identification numbers for West Star, True, and Global as reported by the respective Intermediate Carriers.

14. The number of calls each Intermediate Carrier reported sending to West Star, True, and Global, respectively, in each quarter of the Complaint Period is summarized in the damages calculation attached to the complaint as Exhibit 15. Intermediate Carrier Reports showed that during the Complaint Period Defendant received from Intermediate Carriers at least 1,428,176 calls that originated at Represented PSPs' payphones.

15. Defendant did not file any Intermediate Carrier Reports indicating that the dial-around calls it received from Intermediate Carriers were sent to other carriers.

16. For each quarter of the Complaint Period, APCC Services sent Defendant a CD that contained (1) a letter and accompanying memoranda requesting payment as of the payment date for that quarter, and (2) a text file identifying the Represented PSPs for that quarter and their ANIs. Beginning January 2008, instead of sending a CD to Defendant, APCC Services provided the PSP quarterly list of ANIs and accompanying information by email to each Defendant entity. APCC Services also made the files available for downloading from APCC Services' carrier website, located at <http://carriers.apccsideas.com>, and alerted Defendant that they were available.

17. Defendant has paid no compensation whatsoever for any quarter during the Complaint Period.

18. Defendant failed to provide a CFO certification or file a Completing Carrier report for any quarter during the Complaint Period or otherwise provide APCC Services with any information about the number of calls Defendant completed.

19. As far as I am aware, Defendant did not have a call-tracking system in place at any time during the Complaint Period.

20. Defendant has not conducted a call tracking system audit nor filed a system audit report with the Commission.

21. Defendant has not entered into any alternative compensation arrangement with the Represented PSPs.

22. For each quarter of the Complaint Period, after Defendant failed to make payment when due, APCC Services has sent a demand letter and an accompanying invoice to Defendant demanding payment for all calls reported as routed to Defendant. The invoices identified the Intermediate Carriers reporting calls sent to Defendant and the number of calls sent by each Intermediate Carrier. A sample demand letter and invoice are attached to the complaint as Exhibit 7.

23. In order to facilitate Defendant's compliance with its payment obligations, APCC Services has provided Defendant with access to APCC Services' carrier website so that Defendant can view and download the details of the calls reported as sent to Defendant by Intermediate Carriers.

24. APCC Services has on several occasions contacted Defendant to discuss payment of unpaid compensation.

25. I prepared the damages calculation attached to the complaint as Exhibit 15. The calculation sums the calls reported as delivered to the Defendant by various Intermediate Carriers, arriving at a total number of calls owed compensation for the quarter. The number of calls was then multiplied by the applicable compensation rate (\$.494), to arrive at a total owed for each quarter. Interest was then calculated at the Commission-prescribed rate of 11.25% through January 31, 2009.

26. According to the Intermediate Carrier Reports, West Star, True, and Global have shared numerous toll-free numbers. For example, the Intermediate Carrier Reports reflect that the toll-free number for which the most calls were sent to West Star in 3Q2006 (877-487-9458, 36,793 calls) is the same toll-free number for which the most calls were sent to Global in 1Q2007 (877-

487-9458, 30,495 calls). Similarly, the toll-free number for which the second-highest number of calls were sent to West Star in 3Q2006 (800-765-4498, 19,089 calls) is the same toll-free number for which the most calls were sent to True in 1Q2007 (800-765-4498, 27,814 calls).

[Remainder of page intentionally left blank]

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on February 9, 2009

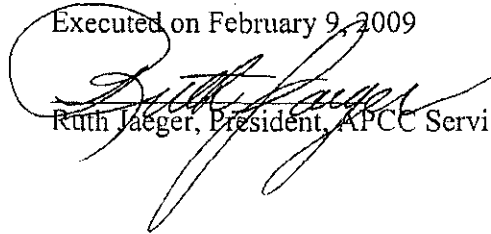

Ruth Jaeger, President, APCC Services, Inc.

EXHIBIT 4

APCC SERVICES AGENCY COMPENSATION AGREEMENT

Payphone Service Provider (PSP): _____

Address: _____ Federal Tax ID: _____

Authorized Contact _____

E-mail (REQUIRED): _____ Telephone: _____ Fax: _____

Approximate number of payphones: _____

CHECK HERE IF YOU USED ANOTHER SERVICE TO COLLECT DIAL AROUND IN THE PAST _____

Service: PSP hereby appoints APCC SERVICES as its exclusive agent for billing and collection, including routine, ordinary course of business dispute resolution with respect to "Dial Around Compensation" ("DAC"), subject to the "Terms and Conditions" portion of this Agreement.

Fees: Monthly processing fees according to the rate set forth on Schedule A, unless (i) APCC SERVICES and PSP have agreed in writing to another compensation rate, or (ii) a revised Schedule A is accepted as set forth below. All fees, expenses, and applicable taxes (if any) shall be deducted by APCC SERVICES from any collections on behalf of PSP prior to disbursement.

In the event of any material change in the basis, structure or amount of compensation due from interexchange carriers (IXCs) generally to PSPs generally, whether pursuant to statutory, regulatory, judicial or commercial action, APCC SERVICES shall continue to receive compensation from PSP as provided in Schedule A until thirty (30) days after APCC SERVICES shall have delivered (as set forth in Section 8(b) of the Terms and Conditions) to PSP a revised Schedule A. Any such revision shall be subject to APCC SERVICES's sole discretion. Within such thirty (30) day period, PSP shall either notify APCC SERVICES that it is terminating this Agreement as of the thirtieth day of such period, or the revised Schedule A compensation for APCC SERVICES shall be deemed accepted by PSP as of the thirtieth day for collections received by APCC SERVICES thereafter.

Billing SERVICES Schedule: (i) PSP will provide APCC SERVICES with updated Data Forms within 15 days following the end of each calendar quarter; (ii) APCC SERVICES will submit a bill to all IXCs that APCC SERVICES has reason to believe such IXCs are liable for DAC (including any and all IXCs identified by PSP) on a schedule consistent with industry practice; (iii) APCC SERVICES will pay by check or ACH amounts collected from IXCs (less deductions for APCC SERVICES's fees, expenses and taxes as provided in this Agreement) with accompanying statement to PSP within approximately 115 days after the end of the calendar quarter provided IXC payment and data are received within normal industry timeframes; and (iv) if additional DAC collections from IXCs are received by APCC SERVICES which were not included on the first payment to PSP for the calendar quarter, and the total of such collections is at least an average of \$2 per phone per month for the aggregate customer base of APCC SERVICES, then APCC SERVICES will make a second disbursement to PSP which will include such additional collections from IXCs approximately 160 days after the end of the calendar quarter.

Term of Agreement: The term of this Agreement shall commence upon APCC SERVICES's execution of this Agreement ("Effective Date") and, except as otherwise provided in the Terms and Conditions, shall expire three years from the Effective Date. This Agreement and the fees set forth on the then-current Schedule A shall be automatically renewed for a period of one year on the third anniversary date of its execution, and on each anniversary date thereafter, unless renewed, extended or terminated by PSP or APCC SERVICES, as provided in the Terms and Conditions.

IN WITNESS WHEREOF, and of the "Terms and Conditions" and Schedule A attached hereto, the undersigned have entered into this Agreement effective this _____ day of _____, _____
Year

APCC SERVICES, INC.

PSP

Signature of Officer

Title: _____

Title: _____

This Agreement is subject to the "Terms and Conditions" attached hereto, and to Schedule A attached hereto, each of which is incorporated herein by reference. The Power of Attorney attached hereto must be signed by an officer of PSP and a witness and returned with this contract.

Contract Revisions 1/1/2000

© APCC Services.2000.all rights reserved

Initials of PSP Officer

TERMS AND CONDITIONS

1. Definitions.

- (a) "Agreement" shall mean this "APCC SERVICES Agency Compensation Agreement", including these Terms and Conditions and Schedule A.
- (b) "APCC" shall mean American Public Communications Council, Inc., a District of Columbia corporation with its principal place of business at 10302 Eaton Place, Suite 340, Fairfax, Virginia 22030.
- (c) "APCC SERVICES" shall mean APCC SERVICES, Inc., a Virginia corporation with its principal place of business at 10302 Eaton Place, Suite 340, Fairfax, Virginia 22030.
- (d) "DAC" shall mean (i) "Dial Around Compensation" to which PSP is entitled by virtue of the FCC orders in FCC Docket No. CC 96-128 (or any subsequent order of the FCC), as such compensation may be adjusted from time to time hereafter, or any comparable order issued by a state governmental authority, or (ii) "Dial Around Compensation" otherwise paid by IXC's.
- (e) "Data Forms" shall mean the forms or formats provided or approved by APCC SERVICES for delivery to APCC SERVICES from PSP of the data necessary for APCC SERVICES to perform its services under this Agreement. APCC SERVICES may require that data be provided by electronic media, such as floppy disk or CD-ROM in a particular form or format designated by APCC SERVICES.
- (f) "FCC" shall mean the Federal Communications Commission.
- (g) "IXC" shall mean an inter-exchange carrier or other carrier from which PSP is entitled to collect DAC.
- (h) "PSP" shall mean a payphone service provider that is the person, corporation, or other entity entering into this Agreement.
- (i) "Taxes" shall mean all federal, state, or local taxes levied or based on any charges or services provided hereunder, but excluding any taxes based on APCC SERVICES's income.

2. Power of Attorney. PSP will execute the Power of Attorney forms attached hereto, and any other documents requested from time to time by APCC SERVICES, for the purpose of documenting or facilitating APCC SERVICES's exclusive authority to bill and collect DAC on behalf of PSP.

3. Billing Disputes. APCC SERVICES will make reasonable efforts to resolve billing or collection disputes that arise in the ordinary course of business of collecting DAC from IXC's. APCC SERVICES agrees to provide PSP with a quarterly report of all disputed Automatic Number Identifiers ("ANIs") as reported by IXC's. PSP shall promptly provide APCC SERVICES with all documentation that APCC SERVICES believes to be necessary in order to resolve a dispute with an IXC. APCC SERVICES shall not be obligated to attempt to resolve any dispute that cannot be addressed with reasonable effort in the ordinary course of business, and shall have no obligation to initiate any legal proceeding for collection from an IXC.

4. Limitations on Liability of APCC SERVICES

- (a) APCC SERVICES does not warrant any result as to its performance hereunder, and APCC SERVICES's sole obligation shall be to exercise reasonable diligence with respect to the services to be performed hereunder. Notwithstanding any other provisions of this Agreement or any duty, express or implied, which may be asserted based upon the terms and conditions of this Agreement or statutory or common law, APCC SERVICES's sole liability to PSP hereunder shall be for acts of willful misconduct by APCC SERVICES or its employees or agents or intentional breach of this Agreement. PSP expressly acknowledges that APCC SERVICES is acting solely as agent for PSP and third parties may not assert claims against APCC SERVICES.

Initials of PSP Officer

- (b) APCC SERVICES shall be under no obligation to verify any information contained on a Data Form, or to provide billing and collection services in the event that any Data Form currently held by APCC SERVICES is incomplete or inaccurate.
- (c) Under no circumstances shall APCC SERVICES be liable to PSP for any amount in excess of DAC collected by APCC SERVICES on PSP's behalf, net of fees, expenses and taxes, if any, as described in this Agreement. APCC SERVICES shall not be required to pay to PSP any interest earned by APCC SERVICES on DAC collected by APCC SERVICES before forwarding of DAC to PSP in accordance with this Agreement.
- (d) The DAC collected by APCC SERVICES shall be held in financial institutions selected by APCC SERVICES in its sole discretion or in any investment grade instrument customarily used by agents holding client funds. APCC SERVICES shall segregate the DAC collected from other accounts maintained by APCC SERVICES at such institution or in such instrument (but not, necessarily, from DAC collected by APCC SERVICES for other PSPs pursuant to Agreements similar in form to this Agreement). Under no circumstances shall APCC SERVICES be liable to PSP for any losses resulting from a failure of a financial institution to the extent that such losses are not covered by deposit insurance.
- (e) In the event that APCC SERVICES is made subject to any order or directive of any court, administrative agency, governmental body or other entity which APCC SERVICES reasonably believes imposes upon APCC SERVICES the legal obligation to forward amounts collected on PSP's behalf to any person or entity other than PSP, then APCC SERVICES shall promptly notify PSP of such order or directive, but under no circumstances shall APCC SERVICES be liable to PSP for any amounts collected by APCC SERVICES on PSP's behalf and forwarded to such other person or entity. In the event of a dispute between PSP and any third party regarding the ownership or disposition of funds collected on behalf of PSP hereunder, APCC SERVICES may deposit such funds with the clerk of a court of competent jurisdiction or APCC SERVICES may establish an escrow account for disputed funds, pending mutually acceptable resolution of or final judgment with respect to such dispute. Interest on any escrow account shall be paid to APCC SERVICES. In the event APCC SERVICES deems it necessary to retain legal counsel to represent it in any court proceeding involving PSP and any third party, where PSP or the third party has named APCC SERVICES as a party to the litigation, APCC SERVICES may charge PSP the reasonable attorneys' fees and costs incurred by APCC SERVICES in such litigation.
- (f) (i) APCC SERVICES shall exercise reasonable and customary efforts to maintain the confidentiality of all information provided to APCC SERVICES by PSP in connection with APCC SERVICES's duties hereunder, whether such information is contained on a Data Form or otherwise. However, nothing in this Agreement or otherwise shall subject APCC SERVICES to any liability for compliance with any order for records or information pertaining to PSP or otherwise from any court, administrative agency, or governmental body. APCC SERVICES shall promptly notify PSP in the event that it receives any such order.
- (ii) subject to (f)(i) above, APCC SERVICES may use information contained on the Data Forms or otherwise provided to APCC SERVICES for the purpose of dues calculation by APCC or to analyze and present such information, in the aggregate, for advocacy of public policy by APCC or related parties or to determine the feasibility of other services to be provided by APCC SERVICES.
- (iii) APCC SERVICES may also change certain information contained on the Data Forms to reflect changes in area codes associated with a PSP's ANI's, provided that APCC SERVICES shall have no obligation to make such changes.
- (h) APCC SERVICES's duty to perform services under this Agreement shall be suspended due to any material cause or condition beyond its reasonable control, including but not limited to acts of God or the public enemy, riots or civil disorders, acts of Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, shortages of labor or materials, freight embargoes, unusually severe weather, breakdowns, electrical power failures, operational failures, communication failures, unavoidable delays, failure of PSP to provide timely and accurate Data Forms in the format supplied by APCC SERVICES, or other similar causes. APCC SERVICES shall not have liability for any losses, expenses or damages, ordinary, special, or consequential, resulting directly or indirectly from such causes.

Initials of PSP Officer

5. Responsibilities of PSP

- (a) PSP shall review all Data Forms for accuracy before submission to APCC SERVICES, and each such submission shall constitute a representation and warranty of PSP to APCC SERVICES that the information contained therein is accurate in all material respects and does not reflect any activity other than routine pay telephone usage by bona fide customers. PSP shall use reasonable efforts to update the information contained in the Data Forms on a regular basis and PSP shall be solely responsible for any claims or losses arising from PSP's failure to provide such updated Data Forms. If PSP submits information necessary for APCC SERVICES to perform its obligations hereunder by computer diskette or by electronic means, such diskette transmission shall be free of computer viruses and PSP shall compensate APCC SERVICES fully for any and all losses incurred by APCC SERVICES arising from any computer virus introduced by PSP.
- (b) All data obtained by APCC SERVICES from PSP, from other customers or from its own sources, and all DAC collection methods and processes, computer programs, customer or billing lists and related compilations of data constitute trade secrets and confidential information (the "Confidential Information") of APCC SERVICES. PSP shall not seek to acquire any such Confidential Information, and if PSP shall acquire such Confidential Information by any means, PSP shall not use or disclose such Confidential Information and shall promptly return such Confidential Information to APCC SERVICES.
- (c) Any assignment of the amounts collected by APCC SERVICES hereunder to any party other than PSP ("Assignment") shall be authorized only by execution of a Notice of Assignment provided by APCC SERVICES. PSP shall be solely responsible for notifying APCC SERVICES that such Assignment has been revoked or terminated. APCC SERVICES shall accept such Assignment solely as an accommodation to PSP and shall have no liability to any party with respect to the commencement of or termination of any Assignment payment whatsoever. PSP's sole remedy for amounts improperly paid to an Assignee shall be to institute action against such Assignee.
- (d) In the event that APCC SERVICES inadvertently forwards to PSP an amount in excess of the amounts due to PSP under this Agreement, PSP shall promptly refund such excess to APCC SERVICES. Alternatively, and in any event APCC SERVICES may, in its sole discretion, withhold such excess from future payments otherwise due to PSP.

6. Termination

- (a) The term of this Agreement shall commence upon APCC SERVICES's execution of this Agreement ("Effective Date") and, unless sooner terminated as provided in Section 6(b) below, shall expire on the later to occur of (i) the date three years from the Effective Date, or (ii) the date on which APCC SERVICES has remitted to the PSP all DAC collected by APCC SERVICES from the IXCs on behalf of the PSP (less amounts deducted by APCC SERVICES pursuant to this Agreement) relating to amounts billed for the last calendar quarter covered by the term of this Agreement. This Agreement shall be renewed automatically for a period of one year (subject to the provision of (ii) above) on the third anniversary date of its execution, and on each subsequent anniversary date thereafter, unless either party shall notify the other party of its intention to not renew this Agreement, such notice to be given not less than 30 days and not more than 90 days prior to such anniversary date.
- (b) APCC SERVICES may terminate this Agreement upon thirty days written notice to the PSP for any reason. PSP may terminate this Agreement within thirty (30) days after delivery of a new Schedule A or upon thirty (30) days written notice for any material breach by APCC SERVICES of its express obligations under this Agreement, with such notice specifying the nature of such breach, provided, that, if within thirty (30) days APCC SERVICES has cured such breach, the Agreement shall not be terminated. PSP's right to terminate this Agreement upon breach by APCC SERVICES shall be the exclusive remedy for breach of this Agreement except for willful misconduct by APCC SERVICES, its employees or agents.
- (c) Following termination or expiration of this Agreement, APCC SERVICES shall continue to disburse funds to PSP that are due to PSP as such funds are received by APCC SERVICES from IXC, less any fees, expenses, or taxes due APCC SERVICES under this Agreement and subject to APCC SERVICES disbursement schedule.

7. Indemnification PSP shall indemnify, defend and hold harmless APCC SERVICES from and against any claims, demands, actions, damages, losses, liabilities and expenses, including reasonable fees and expenses of counsel, arising in any manner out of the subject matter of this Agreement including, without limitation (i) actions arising in whole or in part due to any material breach of this Agreement by the PSP brought or asserted by any third party; (ii) any action brought by an IXC alleging APCC SERVICES's excessive billing of DAC on behalf of PSP; or (iii) any action by an Assignee with respect to payments allegedly due to Assignee. The indemnification obligations described in this paragraph shall survive the termination of this Agreement. Any amounts that become due

Initials of PSP Officer

to APCC SERVICES pursuant to the operation of this paragraph may, at the discretion of APCC SERVICES, be deducted from amounts collected on behalf of PSP.

8. Miscellaneous

- (a) This Agreement may not be sold, assigned, or transferred by PSP without prior written approval of APCC SERVICES, which approval shall not be unreasonably withheld or delayed. APCC SERVICES may freely assign any part or all of its rights and obligations under this Agreement to any other person or entity.
- (b) Any notices to be given hereunder shall be in writing and shall be deemed to have been duly and properly given after confirmation of receipt of such notice, via services used in the ordinary course of business (including overnight express service or facsimile with time-stamped receipt and copy by regular mail), addressed to the person signing this Agreement on behalf of each party at the address given herein, or to such other person at such other address as a party hereto may designate in writing to the other party hereto from time to time.
- (c) This Agreement (consisting of the APCC SERVICES Agency Compensation Agreement, Terms and Conditions and Schedule A hereto, as revised if applicable) constitutes the entire agreement between the parties with respect to the subject matter hereof and all prior agreements and representations of the parties respecting the subject matter hereof, whether written or oral, are merged herein and shall be of no further force or effect.
- (d) This Agreement may only be amended by a writing executed by each party hereto. Upon execution of this Agreement, PSP has agreed to the terms contained in this printed form Agreement. PSP may not vary or alter the terms contained in this printed form Agreement by making changes to the printed form. Any changes to this printed form Agreement shall be effective only if the initials of an authorized officer of APCC SERVICES and of PSP appear directly beside each such revision to this printed form Agreement. No course of dealing or failure of any party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition.
- (e) In the event that any dispute concerning this Agreement should arise between the parties hereto, the parties agree to consult with one another on a good faith basis to attempt to resolve such dispute, and, at the discretion of the parties, to seek third-party mediation, prior to taking any action to terminate this Agreement or to the commencement of any other legal action.
- (f) If any portion of this Agreement is invalid or unenforceable for any reason, then the remainder of this agreement shall continue in full force and effect, excepting only the invalid or unenforceable portion of this agreement.
- (g) This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia (but not the law of conflicts of law) pertaining to contracts to be performed therein. PSP expressly agrees that the jurisdiction and venue for trial of any cause of action, claim, suit or litigation filed against APCC SERVICES with respect to this Agreement shall be Fairfax County, Virginia.
- (h) Nothing expressed or implied herein is intended or will be construed to confer upon any person, firm or corporation, other than the parties hereto, any right or remedy hereunder or by reason hereto as a third party beneficiary or in any other capacity.
- (i) APCC SERVICES, in its sole discretion, may take whatever actions it deems necessary to protect its interests and reputation in the telecommunications industry in the event APCC SERVICES has reasonable grounds to believe that (1) PSP has provided any inaccurate information to APCC SERVICES in order to increase the amount of DAC claimed by PSP above that which PSP lawfully is entitled to receive, or (2) PSP seeks to collect DAC for any calls for which PSP is not entitled to receive DAC.

Initials of PSP Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that

COMPANY NAME

a _____ (corporation/partnership/proprietorship), hereinafter referred to as the "Company", hereby appoints APCC SERVICES, Inc. ("APCC SERVICES") as its true and lawful attorney-in-fact for the purpose of exercising the following powers:

1. To do all acts necessary for the purpose of billing and collecting amounts due to the Company pursuant to the Federal Communications Commission Order of October 9, 1997, in FCC Docket No. CC 96-128 (or any subsequent FCC order), such amounts being known as "Dial-Around Compensation" and referred to herein as "DAC," specifically including receipt of DAC funds on behalf of the Company.

2. To enter into any discussions or other activities to resolve any dispute concerning the payment of DAC to the Company, and to settle or compromise any such dispute on behalf of the Company.

3. To receive and compile all documentation necessary to carry out the foregoing purposes, including copies of lists of all of the Company's Payphone Service Providers as prepared by any and all local exchange companies.

Company specifically acknowledges and confirms that: (i) no person or entity who shall pay to APCC SERVICES amounts relating in any way to DAC owed to the Company shall be liable to Company to the extent of any amounts so paid, unless the person or entity making such payment has actual knowledge that the authority granted to APCC SERVICES by this Power of Attorney has been properly revoked; and (ii) the Company has represented and warranted to APCC SERVICES that information provided by the Company with respect to DAC owed to the Company is accurate in all material respects.

IN WITNESS WHEREOF, Company has caused this Power of Attorney to be executed and delivered by a duly authorized officer of the Company, to be effective this ____ day of _____, _____, until revoked in writing by the Company with actual notice to the party relying upon this Power of Attorney.

COMPANY NAME

ATTEST:

By: _____
WITNESS SIGNATURE

Print Name: _____

Title: _____

By: _____
OFFICER'S SIGNATURE

Print Name: _____

Title: _____

EXHIBIT 6

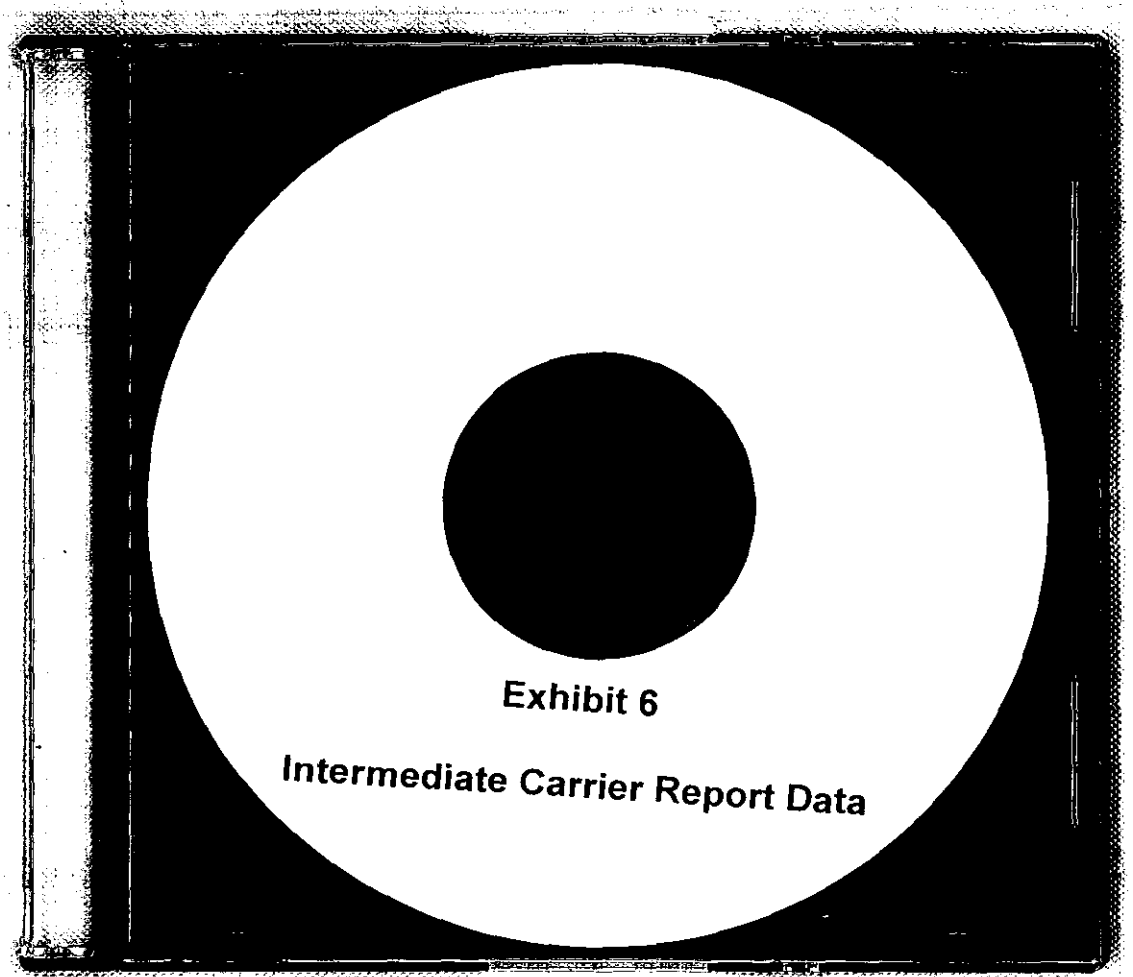


Exhibit 6

Intermediate Carrier Report Data

EXHIBIT 7



July 31, 2008

14069 - True Long Distance
Jeff Larsen
2470 W Majestic Pkwy #120
Tuscon AZ 85705

Re: Demand for payment of federal payphone compensation

Dear Jeff Larsen:

Our records indicate that you have repeatedly failed to pay federal payphone compensation that you owe to our customers and have ignored our attempts to contact you. This places you in violation of the Federal Communications Commission's ("FCC's") payphone compensation regulations.¹⁹ We have provided the FCC with a list of non-paying carriers and have requested that the FCC institute enforcement proceedings, including substantial fines and other penalties, on non-paying carriers.

APCC Services, Inc., an agent for collection of federal dial-around compensation on behalf of 1200 payphone service providers ("PSPs"), has determined that your company failed to pay dial-around compensation owed to our customers, in willful violation of Section 64.1300 of the Federal Communications Commission's ("FCC's") rules (47 CFR § 64.1300) and Section 201(b) of the Communications Act (47 CFR § 201(b)). Intermediate Carrier reports submitted in 2005, 2006, 2007 and now in 2008 pursuant to the FCC's payphone compensation rule (47 CFR § 64.1310) identified your company as a carrier to whom dial-around calls were sent from payphones during one or more of the quarters 3Q04 through 1Q2008. The calls associated with each quarter are shown on the attached invoice. Based on the information reported to APCC Services, it is evident that your company completed calls made from payphones during these periods. Further, we have received no payments from another carrier on your behalf. Therefore, your company is required to pay compensation for every call completed from a payphone during these periods.

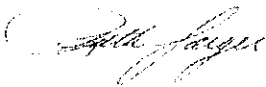
¹⁹ 47 CFR §§ 64.1300–64.1320, as amended by *Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-128, Report and Order, 18 FCC Rcd 19975 (2003) ("Tollgate Order"), recon., 19 FCC Rcd 21457 (2004) ("Tollgate Reconsideration Order").

Your company also has failed to provide either the quarterly data report or the annual System Audit Report required by the compensation rule. 47 CFR §§ 64.1310, 64.1320. In the absence of any audited tracking data that can be relied upon to identify completed calls, PSPs are entitled to payment for every dial-around call delivered to your company's switch from the PSPs' payphones. Therefore, we require payment for all calls reported to be delivered to your switch times the \$.494 per-call compensation rate.²⁰

PSPs rely on the compensation payments they receive to meet their operating costs. APCC Services is committed to ensuring that its PSP clients receive accurate and timely compensation payments and is prepared to pursue enforcement of the compensation rule against any carrier that does not make accurate and timely payments. The FCC has stated that willful violation of its compensation rule may result in fines of up to \$1.2 million and/or revocation of a carrier's interstate operating authority. Order, ¶44.

We are still hopeful that we can avoid taking further action against your company. Please contact me immediately at 703-739-1322 x 240 to arrange payment of the amounts due.

Sincerely,



Ruth Jaeger
President & General Manager
APCC Services

Enc

²⁰ See Tollgate Reconsideration Order at 21469 ¶19.

APCC SERVICES, INC.
 625 SLATERS LANE
 STE 104
 ALEXANDRIA, VA 22314
 703-739-1322

Statement

Date
7/31/2008

To:
14069 - True Long Distance 2470 W Majestic Pkwy #120 Tuscon AZ 85705

		Due on Receipt	Amount Due	Amount Enc.		
			\$163,271.21			
Date	Transaction		Amount	Balance		
07/24/2007	Balance forward			0.00		
07/25/2007	INV #39184. Due 07/25/2007.		32,179.66	32,179.66		
	--- LATA1 IC calls, 64,536 @ \$0.494 = 31,880.78					
	--- DAC interest, 1 @ \$298.88 = 298.88					
07/25/2007	INV #39175. Due 07/25/2007.		54,501.28	86,680.94		
	--- MERC IC calls, 1 @ \$0.494 = 0.49					
	--- MERC IC calls, 86,518 @ \$0.494 = 42,739.89					
	--- MERC IC calls, 20,372 @ \$0.494 = 10,063.77					
	--- DAC interest, 1 @ \$1,697.13 = 1,697.13					
10/01/2007	INV #41135. Due 11/01/2007.		896.65	87,577.59		
	--- DAC interest, 1 @ \$896.65 = 896.65					
10/01/2007	INV #41136. Due 11/01/2007.		1,485.12	89,062.71		
	--- DAC interest, 1 @ \$1,485.12 = 1,485.12					
10/01/2007	INV #39883. Due 11/01/2007.		38,451.47	127,514.18		
	--- LATA1 IC calls, 64,536 @ \$0.494 = 31,880.78					
	--- MERC IC calls, 13,301 @ \$0.494 = 6,570.69					
10/01/2007	INV #41383. Due 11/01/2007.		360.48	127,874.66		
	--- DAC interest, 1 @ \$360.48 = 360.48					
10/01/2007	INV #41528. Due 11/01/2007.		1,081.45	128,956.11		
	--- DAC interest, 1 @ \$1,081.45 = 1,081.45					
01/01/2008	INV #42081. Due 02/01/2008.		4,329.41	133,285.52		
	--- NETL IC calls, 8,763 @ \$0.494 = 4,328.92					
	--- NETL IC calls, 1 @ \$0.494 = 0.49					
01/01/2008	INV #47025. Due 01/01/2008.		3,503.80	136,789.32		
	--- DAC interest, 1 @ \$3,503.80 = 3,503.80					
04/01/2008	INV #48400. Due 05/01/2008.		18,613.92	155,403.24		
	--- NETL IC calls, 32,274 @ \$0.494 = 15,943.36					
	--- NETL IC calls, 1 @ \$0.494 = 0.49					
	--- SAVON IC calls, 5,405 @ \$0.494 = 2,670.07					
04/01/2008	INV #53978. Due 05/01/2008.		3,759.48	159,162.72		
	--- DAC interest, 1 @ \$3,759.48 = 3,759.48					
07/01/2008	INV #64044. Due 08/01/2008.		4,108.49	163,271.21		
	--- DAC interest, 1 @ \$4,108.49 = 4,108.49					
CURRENT		1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
4,108.49		0.00	0.00	22,373.40	136,789.32	\$163,271.21

EXHIBIT 8



THOMPSON LAW GROUP

A PROFESSIONAL CORPORATION

August 13, 2008

Via Overnight Mail, Email and Facsimile – (202) 418-0435

Tracy Bridgham, Esq. - Special Counsel
Market Disputes Resolution Division
Enforcement Bureau
Federal Communications Commission
445 Twelfth St., S.W.
Washington D.C. 20554

**RE: Response to Informal Complaint on behalf of True LD, LLC
File No, EB-08-MDIC-0042**

Dear Ms. Bridgham:

True LD, LLC hereby responds to the Informal Complaint filed with the Federal Communications Commission by APCC Services, Inc. dated June 30, 2008 as follows:


True LD, LLC is an Arizona limited liability company in good standing with the Arizona Corporation Commission. True LD received an invoice from APCC Services, Inc. (the complainant) dated April 24, 2008 for alleged charges due (attached hereto as Exhibit A), but True LD is not aware of any contractual obligations with these completing carriers that APCC Services claim owe the charges on the invoice. Upon information and belief, True LD believes that at least one of the carriers that APCC Services claims owes these charges is no longer in business. True LD responded to APCC Services' invoice and requested documentation to prove that there was an obligation on True LD to pay APCC Services (see attached Exhibit B). APCC Services responded via email and stated that the "underlying carriers" identified True LD as the "completing carrier", but provided no proof or documentation supporting the alleged "identification". APCC Services further requested that True LD provide a copy of its agreement with the "underlying carriers" to show the responsibility of those carriers to remit payment for payphone surcharges to APCC Services (see attached exhibit C). True LD cannot comply with this request as it is unaware of any contractual obligations with the underlying carriers listed in the invoice. Moreover, APCC Services has refused to provide any support for its allegations of charges owed by True LD. APCC Services was again contacted by counsel for True LD on June 19, 2008 seeking documentation or any type of proof of APCC Services' claims against True LD (see attached Exhibit D). Instead, the instant informal complaint was filed.

Bridgham Letter – 8/13/08

Page 2

To the extent that any monies are due and owing to APCC Services, they are owed either by the carriers listed on the invoice in Exhibit A or by the other Defendants in the informal complaint.

Sincerely,



Lisa C. Thompson, Esq.

Thompson Law Group, P.C.
Counsel for True LD, LLC

Attachments

Cc: Albert H. Kramer, Esq. – VIA OVERNIGHT MAIL AND FACSIMILE
Robert F. Aldrich, Esq.
Jacob S. Farber, Esq.
Dickstein Shapiro LLP
1825 Eye Street NW
Washington D.C. 20006-5403
Facsimile – (202) 420-2201

Tracy Bridgham – Tracy.Bridgham@fcc.gov - VIA EMAIL
Sandra Gray Fields - Sandra.Gray-Fields@fcc.gov - VIA EMAIL

Jeff Larsen – VIA OVERNIGHT MAIL
WestStar Telecommunications, LLC
8494 South 700 East, Suite 105
Sandy Utah 84070

Jeff Larsen – VIA OVERNIGHT MAIL
WestStar Telecommunications, LLC
6905 South 1300 East, #242
Midvale, UT 84047

EXHIBIT A

APCC SERVICES, INC.
625 SLATERS LANE
STE 104
ALEXANDRIA, VA 22314
703-739-1322

Statement

Date
4/24/2008

To:
14069 - True Long Distance 2470 W Majestic Pkwy #120 Tuscon AZ 85705

		Due on Receipt	Amount Due	Amount Enc.	
			\$159,162.72		
Date	Transaction	Amount	Balance		
07/25/2007	INV #39184. Due 07/25/2007. Orig. Amount \$32,179.66. --- LATA1 IC calls, 64,536 @ \$0.494 = 31,880.78 --- DAC interest, 1 @ \$298.88 = 298.88	32,179.66	32,179.66		
07/25/2007	INV #39175. Due 07/25/2007. Orig. Amount \$54,501.28. --- MERC IC calls, 1 @ \$0.494 = 0.49 --- MERC IC calls, 86,518 @ \$0.494 = 42,739.89 --- MERC IC calls, 20,372 @ \$0.494 = 10,063.77 --- DAC interest, 1 @ \$1,697.13 = 1,697.13	54,501.28	86,680.94		
10/01/2007	INV #41135. Due 11/01/2007. Orig. Amount \$896.65. --- DAC interest, 1 @ \$896.65 = 896.65	896.65	87,577.59		
10/01/2007	INV #41136. Due 11/01/2007. Orig. Amount \$1,485.12. --- DAC interest, 1 @ \$1,485.12 = 1,485.12	1,485.12	89,062.71		
10/01/2007	INV #39883. Due 11/01/2007. Orig. Amount \$38,451.47. --- LATA1 IC calls, 64,536 @ \$0.494 = 31,880.78 --- MERC IC calls, 13,301 @ \$0.494 = 6,570.69	38,451.47	127,514.18		
10/01/2007	INV #41383. Due 11/01/2007. Orig. Amount \$360.48. --- DAC interest, 1 @ \$360.48 = 360.48	360.48	127,874.66		
10/01/2007	INV #41528. Due 11/01/2007. Orig. Amount \$1,081.45. --- DAC interest, 1 @ \$1,081.45 = 1,081.45	1,081.45	128,956.11		
01/01/2008	INV #42081. Due 02/01/2008. Orig. Amount \$4,329.41. --- NETL IC calls, 8,763 @ \$0.494 = 4,328.92 --- NETL IC calls, 1 @ \$0.494 = 0.49	4,329.41	133,285.52		
01/01/2008	INV #47025. Due 01/01/2008. Orig. Amount \$3,503.80. --- DAC interest, 1 @ \$3,503.80 = 3,503.80	3,503.80	136,789.32		
04/01/2008	INV #48400. Due 05/01/2008. Orig. Amount \$18,613.92. --- NETL IC calls, 32,274 @ \$0.494 = 15,943.36 --- NETL IC calls, 1 @ \$0.494 = 0.49 --- SAVON IC calls, 5,405 @ \$0.494 = 2,670.07	18,613.92	155,403.24		
04/01/2008	INV #53978. Due 05/01/2008. Orig. Amount \$3,759.48. --- DAC interest, 1 @ \$3,759.48 = 3,759.48	3,759.48	159,162.72		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
22,373.40	0.00	0.00	4,329.41	132,459.91	\$159,162.72

EXHIBIT B



May 12, 2008

Ruth Jaeger
President & General Manager
APCC Services
625 Slaters Lane, Ste 104
Alexandria VA 22314
Fax: (703)-739-1324

Re: Account 14069

Dear Ms Jaeger:

We are in receipt of your communication dated April 30, 2008 and referencing account number 14069.

After a review of your demand and our internal records it is our position that your claim is without merit against True Long Distance.

True Long Distance contracts with various carriers and our remittances to them are payments for time and services used. If there is any debt owed for the issues presented by your claim, it would rest with these carriers.

Sincerely,

A handwritten signature in dark ink, appearing to read "Eva Armijo", is written over a horizontal line.

Eva Armijo

EXHIBIT C

John Vogel

From: Eva Armijo
Sent: Thursday, May 15, 2008 10:13 AM
To: John Vogel
Subject: RE: Compensation owed to APCC Services

From: Eva Armijo
Sent: Tuesday, May 13, 2008 3:08 PM
To: John Vogel
Subject: FW: Compensation owed to APCC Services

From: Ruth Jaeger [mailto:rjaeger@APCC.NET]
Sent: Tuesday, May 13, 2008 2:27 PM
To: Eva Armijo; Alex Corella
Subject: Compensation owed to APCC Services

Eva,

I received your letter, copy attached. According to your letter, you believe True Long Distance is not responsible to compensate APCC Services who represents over 1000 payphone service providers and has been authorized to collect dial around compensation on behalf of those customers. Your letter did not provide specific information as to why you believe you are not the responsible carrier.

The FCC has placed the reporting and payment responsibility on the completing carriers. Your underlying carriers have all identified True LD as the completing carrier. If you believe you are not the completing carrier and responsible for payment and reporting to APCC Services, as defined in the FCC's dial around compensation orders, please provide the reason(s) why you believe you are not the responsible party.

If you would like to discuss the responsibilities of the Intermediate and Completing Carriers, please feel free to call me at 703.739-1322 x 240. If you have made arrangements with your underlying carriers to have them collect and remit the payphone surcharge (which they are not currently doing), please provide me with a copy of your agreement with the underlying carriers that shows the responsibility to remit the payphone surcharges lies with the underlying carriers.

Thank you for your attention to this matter, I look forward to hearing from you,

Ruth Jaeger
APCC Services
703.739.1322 x 240

EXHIBIT D



THOMPSON LAW GROUP

A PROFESSIONAL CORPORATION

June 19, 2008

VIA MAIL

Ruth Jaeger
APCC Services, Inc.
625 Slaters Lane, Suite 104
Alexandria, VA 22314

COPY

RE: True LD, LLC

Dear Ms. Jaeger:

I represent True LD, LLC and I am in receipt of your invoice claiming that True LD, LLC owes APCC Services \$159,162.72. My client is not a carrier that would be responsible for these charges. APCC has not provided any information as to what carrier is claiming that these charges are owed by True LD, LLC. If you will let me know the name of the carrier or carriers that are making this claim, I can provide you with our contracts and billing with the same so that you may go after the appropriate entity for payment. Please direct any further correspondence in regards to this matter to my attention at my Tucson address listed below. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'L. Thompson'.

Lisa C. Thompson

Thompson Law Group, P.C.

EXHIBIT 9

DICKSTEINSHAPIRO_{LLP}

1825 Eye Street NW | Washington, DC 20006-5403
 TEL (202) 420-2200 | FAX (202) 420-2201 | dicksteinshapiro.com

Writer's Direct Dial: (202) 420-2236

E-Mail address: AldrichR@dicksteinshapiro.com

FILED/ACCEPTED

AUG 27 2008

Federal Communications Commission
 Office of the Secretary

August 27, 2008

Marlene H. Dortch
 Secretary
 Federal Communications Commission
 445 12th St., S.W., TW-A325
 Washington, DC 20554

Re: APCC Services v. West Star, True LD, and Global Access, EB-08-MDIC-0042

Dear Ms. Dortch:

APCC Services, Inc. ("APCC Services" or "Complainant") hereby replies to the response of True LD to APCC Services' informal complaint (the "Complaint") against West Star Telecommunications, LLC ("West Star"), True LD ("True LD"), LLC, and Global Access LD, LLC ("Global Access") (collectively "Defendants").

True LD's abbreviated "response" is utterly *unresponsive* to the Complaint. The response not only fails to address the merits of the Complaint, but also fails even to acknowledge True LD's affiliation with the other two Defendants – whom it even points out as potentially liable – despite the ample evidence that all three Defendants are closely affiliated. *See* further below.

Regarding the merits, True LD has virtually nothing to say. True LD baldly states that it is not liable to pay "the alleged charges due," but provides no evidence or argument to support its denial of liability. Further, True LD does not even deny (or address at all) the Complaint's central factual allegation that True LD received dial-around calls from the carriers listed in Exhibit 2 to the Complaint.¹ Nor does True LD deny or address the allegation that True LD is the Completing

¹ As explained in the Complaint and as shown in Exhibit 2 to the Complaint, numerous Intermediate Carriers have reported to APCC Services that they routed dial-around calls originating from APCC Services' clients' payphones to True LD or to its alter ego/predecessor, West Star Telecommunications, LLC. The Intermediate Carriers that reported routing calls to True LD are Savon Telecom, LLC, Net Tel, LLC, LATAOne, LLC, and Mercury Telecom. The Intermediate Carriers that reported routing calls to West Star are Global Crossing Inc. and Qwest Communications Corp. Neither True LD nor West Star, nor Global Access has ever provided an Intermediate Carrier report (or any information at all) showing that they routed the calls on to another carrier. As explained in the Complaint, under the Commission's rules, if Intermediate Carriers identify a particular carrier and report that they routed dial-around calls to the identified carrier, and the identified carrier files no Intermediate Carrier report showing that it forwarded the

DICKSTEIN SHAPIRO LLP

Marlene H. Dortch

August 27, 2008

Page 2

Carrier who completed those dial-around calls. True LD also does not identify any other carrier to whom it forwarded the calls or provide any other information that would absolve itself of liability. Finally, True LD totally disregards the issues of its noncompliance with the Commission's auditing and reporting requirements.

Even stranger than True LD's evasion of the merits is the total absence of any indication in its response that True LD has tried to inform itself of the requirements of the Commission's compensation rules. Nothing in the response indicates that True LD is even aware of those rules: The word "compensation" is not used.² The Commission's compensation rules -- which define the subject matter of the Complaint -- are not cited or even mentioned.³ It is unclear whether True LD's ignorance is feigned or real. Either way, it is disturbing -- not to say insulting to the Commission -- that more than four years after switch-based prepaid card service providers' dial-around compensation obligations took effect, more than two years after compensation complaints were filed against True LD's *alter egos*, and six months after the Commission began issuing NALs against those *alter egos* for failure to respond to complaints, a major participant in the prepaid card industry would continue to present itself as totally uninformed about the Commission's rules.

In short, True LD's response is nothing but a continuation of the tactics of stonewalling, evasion, and head-in-the-sand that True LD and its *alter egos* have practiced from 2005 to the present, vis-à-vis both APCC Services the Commission itself.

Even more troubling than its evasion of the merits and apparent ignorance of the Commission's rules, however, is True LD's transparent effort to distance itself from the other two defendants in this proceeding while simply disregarding their close -- in fact, *alter ego* -- affiliate relationships.⁴ While professing, on the one hand, a "belief" that "at least one of [the other two

(Footnote continued)

calls it received to another carrier, then the identified carrier is presumptively the Completing Carrier with the compensation obligation for the reported calls.

² Instead, the response refers to "charges," as if APCC Services' claim was based on a tariff or contract rather than a Commission rule.

³ In asserting that it "is unaware of any contractual obligations with the underlying carriers" that routed calls to True LD, True also seems unaware that the absence of contractual obligations is no defense to liability. As the Completing Carrier, True LD is liable under the regulation, regardless of any contract. Indeed, True LD's asserted lack of contractual arrangements with its underlying carriers confirms True LD's own liability. As Completing Carrier, True LD could delegate the compensation payment function to an Intermediate Carrier if it had an agreement with the Intermediate Carrier to that effect. If there is no such agreement, then True LD must pay compensation directly to the PSPs (or, more specifically, to APCC Services as their representative).

⁴ The copious evidence of common ownership and control among the Defendants is discussed in APCC Services' filings in WC Docket No. 08-92, in which True LD has applied to transfer its

DICKSTEINSHAPIRO LLP

Marlene H. Dortch

August 27, 2008

Page 3

defendants] is no longer in business,” True LD concludes its response by stating that “any monies . . . owing to APCC Services . . . are owed either by the [Intermediate Carriers] or *by the other Defendants* in the informal complaint.” (Emphasis added.) It is obvious that True LD now holds most or all of the assets of this multi-headed enterprise, and would like to complete the sale of those assets which is currently pending Commission approval – a development which would of course, make it effectively impossible to collect the unpaid compensation and damages from any of the *Defendants*.

If ever a case cried out for the Commission to “look through corporate entities and treat the separate entities as one for purposes of regulation,”⁵ it is this one. In its comments and ex parte letters in the pending asset transfer proceeding, APCC Services has urged the Commission not to grant True LD’s asset transfer application until it has fully investigated the relationships among the various entities and their involvement in violations of Commission rules. This is the only way to ensure that these companies do not evade responsibility for misconduct that bears on their basic qualifications to hold Commission authorizations. Specifically, APCC Services has urged the Commission to defer action on the pending transfer application until, at a minimum, both Jeff Larsen and the Larsen-owned carriers (1) resolve the pending NALs, (2) correct the violations raised in those proceedings by responding to the pending informal complaints, and (3) submit to the Commission’s jurisdiction in all pending NAL and complaint proceedings.

Further, because of the history of evasion by these companies and because True LD is proposing to dispose of substantially all its assets, there is a serious danger that, by the time the pending complaints are resolved, the Larsen-owned companies will not retain sufficient assets to be able to comply with a Commission order to pay the compensation owed. Therefore, APCC Services has urged the Commission should require True LD to post security, out of the proceeds of the sale, sufficient to cover the total amount of unpaid compensation alleged in the pending complaints.

The Commission must not allow True LD to get away with its “lie in the weeds” tactics in this complaint proceeding. It should launch a full investigation and require True LD to resolve all the pending NALs and complaints against itself and its *alter egos*, before permitting any divestiture of assets. Otherwise, both the complaints and the pending NALs will become futile attempts to extract compensation and impose penalties on an empty corporate shell.

(Footnote continued)

prepaid card assets to another company. *See, e.g.*, Comments of APCC Services, WC Dkt. No. 08-92 (July 7, 2008) (“APCC Services Comments”); Letter to Marlene Dortch, FCC Secretary, from Albert H. Kramer and Robert F. Aldrich, WC Dkt. No. 08-92 (July 30, 2008). *See also* the letter of August 13, 2008, filed in this proceeding by Jeff Larsen, Chairman of True LD, in which Larsen acknowledges that he is also “manager” (*i.e.*, managing member of a limited liability corporation) of both West Star and Global Access.

⁵ *General Tel. Co. v. United States*, 449 F.2d 846, 855 (5th Cir. 1971).

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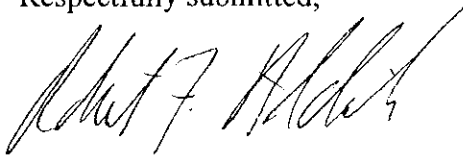
Marlene H. Dortch

August 27, 2008

Page 4

A copy of this letter has been sent by first-class mail to the individuals on the attached service list.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Robert F. Aldrich".

Albert H. Kramer

Robert F. Aldrich

Dickstein Shapiro LLP

1825 Eye Street, NW

Washington, DC 20006

(202) 420-2236 (tel)

(202) 420-2201 (fax)

Attorneys for Complainant

cc: Alex Starr, Chief, Market Disputes Resolution Division, Enforcement Bureau (by E-mail)
Rosemary McEnery, Market Disputes Resolution Division, Enforcement Bureau (by E-mail)
Tracy Bridgham, Market Disputes Resolution Division, Enforcement Bureau (by E-mail)
Jody May, Competition Policy Division, Wireline Competition Bureau (by E-mail)
Dennis Johnson, Competition Policy Division, Wireline Competition Bureau (by E-mail)

CERTIFICATE OF SERVICE

I hereby certify that on August 27, 2008, a copy of the foregoing reply was delivered via first-class mail to the following parties:

Jeff Larsen
WestStar Telecommunications, LLC
8494 South 700 East
Suite 105
Sandy, UT 84070

WestStar Telecommunications, LLC
6905 South 1300 East
#242
Midvale, UT 84047

WestStar Telecommunications, LLC
True Long Distance, LLC
Global Access Telecom
Attn: Jeff Larsen
2470 W Majestic Parkway #120
Tucson, AZ 85705

Lisa C. Thompson, Esq.
Thompson Law Group, P.C.
2321 E. Speedway Boulevard
Tucson, AZ 85719

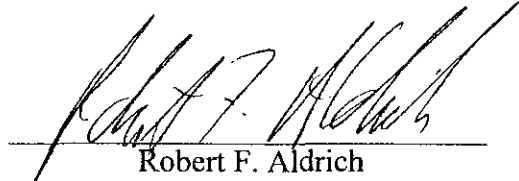

Robert F. Aldrich

EXHIBIT 10

**West Star Telecommunications, LLC
Global Access LD, LLC**

August 13, 2008

Tracy Bridgham
Special Counsel
Market Disputes Resolution Division
Enforcement Bureau
Federal Communications Commission
445 Twelfth St., S.W.
Washington D.C. 20554

**RE: Request for Extension of Time Informal FCC Complaint on behalf of
West Star Telecommunications, LLC and Global Access LD, LLC
File No, EB-08-MDIC-0042**

Dear Ms. Bridgham:

I am writing to request an extension to respond to the Informal FCC Complaint filed against West Star Telecommunications, LLC and Global Access LD, LLC. I have attempted to retain two separate attorneys in Salt Lake City, Utah and both attorneys have had a conflict of interest with my companies. I just received the last rejection for representation this morning. I am requesting the extension of time so that my companies may have benefit of counsel when I respond to this complaint. I respectfully request an extension of 30 days so that I may retain counsel and have my attorney respond in this matter. I have faxed and mailed this letter to APCC Services today as well. Please feel free to respond to me at jeff@weststar.com or 801-792-4341.

Sincerely,



Jeff Larsen
Manager

West Star Telecommunications, LLC
Global Access LD, LLC

Aldrich, Robert

From: Tracy Bridgham [Tracy.Bridgham@fcc.gov]
Sent: Wednesday, August 27, 2008 10:33 AM
To: Kramer, Al
Cc: Rosemary McEnery
Subject: FW: Request for Extension of Time: EB 08-MDIC-0042 (True LD, WestStar, Global Access)

Dear Al,

Please see below email sent last night extending the response date for Mr. Jeff Larsen to Monday, September 15 for the above-captioned informal complaint.

From: Tracy Bridgham
Sent: Tue 8/26/2008 7:13 PM
To: Tracy Bridgham; 'jlarsen@osptelecom.com'
Cc: Rosemary McEnery
Subject: RE: Request for Extension of Time: EB 08-MDIC-0042 (True LD, WestStar, Global Access)

Mr. Larsen,

Just a follow up to our phone call of this evening. You are granted an extension until Monday, September 15, 2008 to respond to the above-captioned informal complaint. Per our conversation, we will forward copies of the other informal complaints and outstanding NALs to you as well so that responses can be prepared within that same timeframe. Please keep me posted on your efforts to retain counsel this week. I'll be happy to forward copies of outstanding matters to him/her as well.

From: Tracy Bridgham
Sent: Tuesday, August 26, 2008 2:59 PM
To: 'jlarsen@osptelecom.com'
Cc: Rosemary McEnery
Subject: RE: Request for Extension of Time: EB 08-MDIC-0042 (True LD, WestStar, Global Access)

Sounds good, we're available for about two more hours today.

From: jlarsen@osptelecom.com [mailto:jlarsen@osptelecom.com]
Sent: Tuesday, August 26, 2008 2:45 PM
To: Tracy Bridgham
Subject: Re: Request for Extension of Time: EB 08-MDIC-0042 (True LD, WestStar, Global Access)

I will call you back this afternoon

Sent via BlackBerry from T-Mobile

From: "Tracy Bridgham" <Tracy.Bridgham@fcc.gov>
Date: Tue, 26 Aug 2008 14:42:29 -0400
To: Tracy Bridgham<Tracy.Bridgham@fcc.gov>; <jlarsen@osptelecom.com>
CC: Rosemary McEnery<Rosemary.McEnery@fcc.gov>; Sandra Gray-Fields<Sandra.Gray-Fields@fcc.gov>
Subject: RE: Request for Extension of Time: EB 08-MDIC-0042 (True LD, WestStar, Global Access)

Dear Mr. Larsen,

This email follows up on my voicemail message to you this afternoon. We have been trying to reach you regarding your request for an extension to respond to the above-captioned informal complaint. The telephone number you provided in your request for extension is 801-792-4341. Each time I call that number, however, the phone just rings over to voicemail. Please contact me at the below listed number. If you are unable to reach me, please call Ms. Rosemary McEnery at 202-418-7336. Thank you.

Tracy Bridgham

Special Counsel
Market Disputes Resolution Division
202-418-0967 (ph); 202-418-0435

From: Tracy Bridgham
Sent: Friday, August 22, 2008 4:32 PM
To: 'jlarsen@osptelecom.com'
Cc: Rosemary McEnery; Sandra Gray-Fields
Subject: Request for Extension of Time: EB 08-MDIC-0042 (True LD, WestStar, Global Access)

Dear Mr. Larsen,

I was unable to reach you by phone today to discuss your request for an extension to respond to the above-captioned matter. As soon as possible, please contact me at the below listed number. If you are unable to reach me, please call Ms. Rosemary McEnery at 202-418-7336. Thank you.

Tracy Bridgham
Special Counsel
Market Disputes Resolution Division
202-418-0967 (ph); 202-418-0435

Aldrich, Robert

From: Tracy Bridgham [Tracy.Bridgham@fcc.gov]
Sent: Wednesday, September 10, 2008 5:56 PM
To: jlarsen@osptelecom.com
Cc: Rosemary McEnery; Sandra Gray-Fields; Timothy B. Smith; Kramer, Al
Subject: RE: PDF Copies of Outstanding Informal Complaints and NALs Attached

Mr. Larsen,

Thank you for the update. Should a further extension be needed to respond to APCC's June 2008 informal complaint (EB-08-MDIC-0042), please contact counsel for APCC, Albert Kramer at 202-420-2226. As noted previously, although the responses for the other outstanding informal complaints and the two Notices of Apparent Liability (for failure to respond) are overdue, you are encouraged to respond to those matters as soon as possible.

From: jlarsen@osptelecom.com [mailto:jlarsen@osptelecom.com]
Sent: Wednesday, September 10, 2008 2:44 PM
To: Tracy Bridgham
Cc: Rosemary McEnery; Sandra Gray-Fields; Timothy B. Smith
Subject: Re: PDF Copies of Outstanding Informal Complaints and NALs Attached


Tracy,

I have finally been able to retained counsel to help me get these informal complaints answered. We may need another week to get this done. If you have any questions please contact me.

Jeff

Sent via BlackBerry from T-Mobile

From: "Tracy Bridgham" <Tracy.Bridgham@fcc.gov>
Date: Thu, 4 Sep 2008 16:43:52 -0400
To: Tracy Bridgham<Tracy.Bridgham@fcc.gov>; <jlarsen@osptelecom.com>
CC: Rosemary McEnery<Rosemary.McEnery@fcc.gov>; Sandra Gray-Fields<Sandra.Gray-Fields@fcc.gov>
Subject: PDF Copies of Outstanding Informal Complaints and NALs Attached

<<EB-08-MDIC-0042.pdf>>  <<DA 08-1366NAL.pdf>>

Dear Mr. Larsen,

In response to your August 30th email (copied below), please find PDF copies of the 2008 complaint and the two Notices of Apparent Liability. These were mailed last week to the Majestic Parkway address in Arizona per your direction to me. There are three documents attached to this email. In an earlier email, I provided PDF copies of the 2006 and 2007 complaints.

2/9/2009

From: jlarsen@osptelecom.com [<mailto:jlarsen@osptelecom.com>]
Sent: Saturday, August 30, 2008 12:14 PM
To: Tracy Bridgham
Cc: Rosemary McEnery
Subject: Re: Request for Extension of Time: EB 08-MDIC-0042 (True LD, WestStar, Global Access)

Tracy,

I still have not been able to retain proper counsel for these requests. I also didn't get the 6 informal complaints that were not responded to so I can do those also. Let me know when I can expect them.

Thanks

2/9/2009

EXHIBIT 11

January 9, 2009

Via U.S. Express Mail and E-mail

Tracy Bridgham, Esq – Special Counsel
Market Disputes Resolution Division
FEDERAL COMMUNICATIONS COMMISSION
445 12th St., S.W.
Washington, DC 20554

RE: *Informal Complaint of APCC Services, Inc. against WestStar
Telecommunication, LLC, IC Number: EB-06-MDIC-0049; Date of
Informal Complaint: June 26, 2006*

Dear Ms. Bridgham:

Pursuant to 47 C.F.R. Section 1.717 of the rules of the Federal Communications Commission ("Commission"), WestStar Telecommunication, LLC ("WestStar") hereby responds to the informal complaint of APCC Services, Inc. ("APCC") dated June 26, 2006. In its informal complaint, APCC asserts that WestStar has failed to pay payphone compensation due under the Commission's rules.

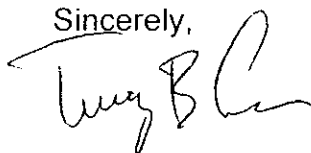
WestStar disputes the assertion that it owes APCC, or any of the payphone service providers ("PSPs") represented by APCC, the amounts asserted in the informal complaint. WestStar never received an invoice from APCC for the charges it alleges are due and did not receive timely notice of this informal complaint. WestStar ceased operations in approximately October 2006, prior to the time it became aware of any of the allegations contained in the informal complaint. Because WestStar was out of business, it believed that it did not need to respond to the informal complaint.

By the time WestStar became aware of any alleged obligation to APCC, it was no longer operating or in existence and even if it was obligated to pay, no longer has any ability to pay. Moreover, WestStar never received any documentation that supports APCC's allegations of compensation owed by WestStar and denies that it is the "completing carrier" on all of the calls asserted by APCC in its informal complaint.

Tracy Bridgham, Esq. – Special Counsel
January 9, 2009
Page 2

To the extent APCC is owed any compensation from a completing carrier, WestStar denies that it was obligated in the amounts asserted in the informal complaint. Accordingly, there is no basis to conclude that WestStar owes an obligation to APCC.

Sincerely,



Timothy B. Smith

cc: Albert H. Kramer – Via First Class U.S. Mail and Facsimile
Robert F. Aldrich
Jacob S. Farber
DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP
1825 Eye Street NW
Washington DC 20006-5403
Fax: (202) 420-2201

EXHIBIT 12

January 9, 2009

Via U.S. Express Mail and E-mail

Tracy Bridgham, Esq – Special Counsel
Market Disputes Resolution Division
FEDERAL COMMUNICATIONS COMMISSION
445 12th St., S.W.
Washington, DC 20554

RE: *Informal Complaint of APCC Services, Inc. against WestStar
Telecommunication, LLC, and Global Access Telecom, IC Number:
EB-08-MDIC-0042; Date of Informal Complaint: June 30, 2008*

Dear Ms. Bridgham:

Pursuant to 47 C.F.R. Section 1.717 of the rules of the Federal Communications Commission ("Commission"), WestStar Telecommunication, LLC ("WestStar") and Global Access Telecom ("Global") (WestStar and Global are referred to hereinafter as "Defendants") hereby respond to the informal complaint of APCC Services, Inc. ("APCC") dated June 30, 2008. In its informal complaint, APCC asserts that Defendants have failed to pay payphone compensation due under the Commission's rules.

Defendants dispute the assertion that they owe APCC, or any of the payphone service providers ("PSPs") represented by APCC, the amounts asserted in the informal complaint. Defendants never received a timely invoice from APCC for the charges it alleges are due. WestStar ceased operations in approximately October 2006, and Global ceased operations in March 2007, prior to the time either company became aware of any of the allegations contained in the informal complaint.

By the time Defendants became aware of any alleged obligation to APCC, they were no longer operating or in existence and even if they were obligated to pay, they no longer have any ability to pay. Moreover, Defendants never received any documentation that supports APCC's allegations of compensation owed by Defendants and deny that either the "completing carrier" on all of the calls asserted by APCC in its informal complaint.

EXHIBIT 5

To the extent APCC is owed any compensation from a completing carrier, Defendants deny that they were obligated in the amounts asserted in the informal complaint. Accordingly, there is no basis to conclude that Defendants owe an obligation to APCC.

Sincerely,

Timothy B. Smith

cc: Albert H. Kramer – Via First Class U.S. Mail and Facsimile
Robert F. Aldrich
Jacob S. Farber
DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP
1825 Eye Street NW
Washington DC 20006-5403
Fax: (202) 420-2201

EXHIBIT 13

DICKSTEINSHAPIRO_{LLP}

1825 Eye Street NW | Washington, DC 20006-5403
TEL (202) 420-2200 | FAX (202) 420-2201 | dicksteinshapiro.com

January 16, 2009

By Certified Mail and FedEx

Jeffrey Larsen
John Vogel
Global Access Telecom
2470 Majestic Pkwy, #120
Tucson, AZ 85705

Re: APCC Services, Inc. v. West Star Telecommunications, LLC, Informal Complaint dated June 26, 2006 (File No. EB-06-MDIC-0049) and APCC Services, Inc. v. West Star Telecommunications, LLC, True LD, LLC, and Global Access Telecom, Informal Complaint dated June 30, 2008 (File No. EB-08-MDIC-0042); notice of intent to file formal complaint

Dear Messrs. Larsen and Vogel:

We are sending this letter to satisfy the requirement of Section 1.721(a)(8) of the rules of the Federal Communications Commission ("FCC"), 47 C.F.R. § 1.721(a)(8). That Section requires that APCC Services, Inc. ("APCC Services") provide Global Access Telecom ("Global") certain information prior to converting the above-referenced informal complaints to a formal complaint. APCC Services invites Global to respond to this letter by January 27, 2009.

In the absence of a settlement, the informal complaints will be converted to a formal complaint. The formal complaint, if filed, will be based at least in part on the allegations contained in the informal complaints alleging that Global, West Star Telecommunications, LLC ("West Star"), and True LD, LLC ("True LD") are in violation of Sections 201(b) and 276 of the Communications Act, 47 U.S.C. §§ 201(b), 276, and Sections 64.1300-20 of the FCC's rules, 47 C.F.R. §§ 64.1300-20, for failure to pay dial-around compensation ("DAC") for access code and subscriber 800 and other toll-free number calls, for which Global, West Star, and/or True LD were the Completing Carriers, originating from APCC Services-represented payphones during the 14-quarter period from July 1, 2004 through December 31, 2007 ("Informal Complaints Period"). Global, West Star, and True LD have paid no compensation for any calls completed during the Informal Complaints Period. Moreover, Global, West Star, and True LD have failed to provide call reports and conduct audits as required by the FCC's compensation rules and orders.

APCC Services remains willing to work with Global, West Star, and True LD towards a settlement of these matters but work on the formal complaint will be going forward. If settlement is not to be complicated by the necessity of diverting resources and expending money

EXHIBIT 14



January 26, 2009

Via Overnight Mail, Email and Facsimile -- (202) 379-9322

Albert H. Kramer, Esq.
Dickstein Shapiro, LLP
1825 Eye Street NW
Washington DC 20006-5403

RE: Response to January 16, 2009 Correspondence on Behalf of True LD, LLC -- APCC Services, Inc. v. West Star Telecommunications, LLC Informal Complaint dated June 26, 2006 (File No. EB-06-MDIC-0049) and APCC Services, Inc. v. West Star Telecommunications, LLC, True LD, LLC, and Global Access Telecom, Informal Complaint dated June 30, 2008 (File No. EB-08-MDIC-0042); notice of intent to file formal complaint

Dear Mr. Kramer:

I am in receipt of your January 16, 2009 correspondence and hereby respond on behalf of my client, True LD, LLC. As you know, True LD, LLC is an Arizona limited liability company in good standing with the Arizona Corporation Commission. True LD, LLC received an invoice from APCC Services, Inc. dated April 24, 2008 for alleged charges due by True LD, LLC (attached as Exhibit A). The invoice appears to be a compilation of other alleged invoices and details a total based on these other invoices. True LD, LLC is not aware of any contractual obligations with these completing carriers that APCC Services, Inc. claims owe the charges on the invoice. Moreover, despite repeated requests to APCC Services, Inc. by True LD, LLC, APCC Services, Inc. has refused to provide any supporting documentation for its claim as is its burden under the law to prove a claim of past due amounts. As we have always contended, True LD, LLC would be willing to pay a legitimate bill, but this bill is not owed by True LD, LLC. Absent documentation to support APCC Services, Inc.'s allegations of amounts due by True LD, LLC, there is no obligation for True LD, LLC to pay any alleged compilation invoice. At the very minimum, APCC Services should provide the underlying invoices detailed on the compilation invoice it repeatedly submits to True LD. In addition, APCC has never provided any evidence of any relationship between the completing carriers on the invoice and True LD or even the completing carrier's full names. The invoice uses cryptic descriptions of the completing carrier's names and it is unclear even who the completing carriers are. APCC Services, Inc. has failed to even explain why it believes that True LD, LLC would in any way be liable for any of these alleged charges.

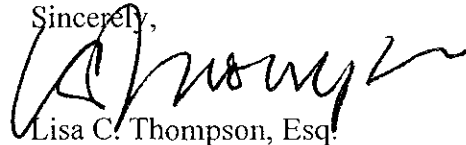
Kramer Letter – 1/26/09

Page 2

In all the correspondence and complaints filed with the FCC, APCC Services, Inc. has constantly cited the law in regards to dial-around compensation and it is accurate as to the law's status. However, it does not provide support for its assertion that True LD, LLC would be subject to the law as a completing carrier and True LD, LLC denies same. Moreover, continually citing to the federal regulations does not alleviate APCC Services, Inc.'s burden of proof for its claims. Claimants are those with the burden to prove that their claims are legitimate and valid. Defendants do not have any obligation to prove a negative and moreover, it is next to impossible to do so.

To the extent that any monies are due and owing to APCC Services, Inc. by True LD, LLC absent any supporting documentation to the contrary, they are owed either by the completing carriers listed on the invoice in Exhibit A. If you have documentation to support APCC Services, Inc.'s claims please provide it to my office so that we may evaluate it. Thank you.

Sincerely,



Lisa C. Thompson, Esq.
Thompson Law Group, P.C.
Counsel for True LD, LLC

Attachment/Enclosure

Cc: Tracy Bridgham, Market Disputes Resolution, Enforcement Bureau
Tracy.Bridgham@fcc.gov - VIA EMAIL

Alex Starr, Market Disputes Resolution, Enforcement Bureau
Alex.Starr@fcc.gov – VIA EMAIL

Rosemary McEnery, Market Disputes Resolution, Enforcement Bureau
Rosemary.McEnery@fcc.gov

Timothy B. Smith, Esq. - Parr Brown Gee & Loveless, Counsel for Global Access
Telecom, LLC and West Star Telecommunications, LLC
tsmith@parrbrown.com – VIA EMAIL

DICKSTEINSHAPIRO_{LLP}

Jeffrey Larsen
John Vogel
January 16, 2009
Page 2 of 2

on preparation of the complaint, APCC Services must hear from Global, West Star, and True LD in writing by January 27, 2009, that Global, West Star, and True LD will negotiate in good faith and expeditiously and will take such actions as will allow the negotiations to occur without APCC Services sacrificing its right to collect unpaid compensation.

I am sending a copy of this letter electronically and by overnight courier to Timothy B. Smith, Parr Brown Gee & Loveless. We again urge you to respond to this letter by e-mail message or facsimile by January 27, 2009. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,



Albert H. Kramer
(202) 420-2226 direct dial
(202) 379-9322 direct fax
kramera@dicksteinshapiro.com

Enclosure

cc: Alex Starr, Market Disputes Resolution, Enforcement Bureau (By e-mail)
Alex.Starr@fcc.gov
Tracy Bridgham, Market Disputes Resolution, Enforcement Bureau (By e-mail)
Tracy.Bridgham@fcc.gov
Rosemary McEnery, Market Disputes Resolution, Enforcement Bureau (By e-mail)
Rosemary.McEnery@fcc.gov
Timothy B. Smith, Parr Brown Gee & Loveless (By e-mail and overnight courier)

EXHIBIT A

APCC SERVICES, INC.
 625 SLATERS LANE
 STE 104
 ALEXANDRIA, VA 22314
 703-739-1322

Statement

Date
4/24/2008

To:
14069 - True Long Distance 2470 W Majestic Pkwy #120 Tuscon AZ 85705

				Due on Receipt	Amount Due	Amount Enc.
					\$159,162.72	
Date	Transaction				Amount	Balance
07/25/2007	INV #39184. Due 07/25/2007. Orig. Amount \$32,179.66. --- LATA1 IC calls, 64,536 @ \$0.494 = 31,880.78 --- DAC interest, 1 @ \$298.88 = 298.88				32,179.66	32,179.66
07/25/2007	INV #39175. Due 07/25/2007. Orig. Amount \$54,501.28. --- MERC IC calls, 1 @ \$0.494 = 0.49 --- MERC IC calls, 86,518 @ \$0.494 = 42,739.89 --- MERC IC calls, 20,372 @ \$0.494 = 10,063.77 --- DAC interest, 1 @ \$1,697.13 = 1,697.13				54,501.28	86,680.94
10/01/2007	INV #41135. Due 11/01/2007. Orig. Amount \$896.65. --- DAC interest, 1 @ \$896.65 = 896.65				896.65	87,577.59
10/01/2007	INV #41136. Due 11/01/2007. Orig. Amount \$1,485.12. --- DAC interest, 1 @ \$1,485.12 = 1,485.12				1,485.12	89,062.71
10/01/2007	INV #39883. Due 11/01/2007. Orig. Amount \$38,451.47. --- LATA1 IC calls, 64,536 @ \$0.494 = 31,880.78 --- MERC IC calls, 13,301 @ \$0.494 = 6,570.69				38,451.47	127,514.18
10/01/2007	INV #41383. Due 11/01/2007. Orig. Amount \$360.48. --- DAC interest, 1 @ \$360.48 = 360.48				360.48	127,874.66
10/01/2007	INV #41528. Due 11/01/2007. Orig. Amount \$1,081.45. --- DAC interest, 1 @ \$1,081.45 = 1,081.45				1,081.45	128,956.11
01/01/2008	INV #42081. Due 02/01/2008. Orig. Amount \$4,329.41. --- NETL IC calls, 8,763 @ \$0.494 = 4,328.92 --- NETL IC calls, 1 @ \$0.494 = 0.49				4,329.41	133,285.52
01/01/2008	INV #47025. Due 01/01/2008. Orig. Amount \$3,503.80. --- DAC interest, 1 @ \$3,503.80 = 3,503.80				3,503.80	136,789.32
04/01/2008	INV #48400. Due 05/01/2008. Orig. Amount \$18,613.92. --- NETL IC calls, 32,274 @ \$0.494 = 15,943.36 --- NETL IC calls, 1 @ \$0.494 = 0.49 --- SAVON IC calls, 5,405 @ \$0.494 = 2,670.07				18,613.92	155,403.24
04/01/2008	INV #53978. Due 05/01/2008. Orig. Amount \$3,759.48. --- DAC interest, 1 @ \$3,759.48 = 3,759.48				3,759.48	159,162.72
CURRENT		1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
22,373.40		0.00	0.00	4,329.41	132,459.91	\$159,162.72

EXHIBIT 15

2/5/09

West Star/Global Access LD/True LD Calls

	A	B	C	D	E	F	G	H	I	J
1	Our ID for SBR	IC	entity	YQ	IC Calls	DAC	Months	Rate	Interest	Total
2	13833	QST	WestStar Telecommunications LLC	2005q1	413					
3				2005q1 Total	413	\$204.02	43	0.493686	\$100.72	\$304.74
4	13833	QST	West Star Telecommunications LLC	2005q2	102,808					
5				2005q2 Total	102,808	\$50,787.15	40	0.452452	\$22,978.75	\$73,765.90
6	13833	QST	West Star Telecommunications LLC	2005q3	161,620					
7				2005q3 Total	161,620	\$79,840.28	37	0.412356	\$32,922.62	\$112,762.90
8	13833	QST	West Star Telecommunications LLC	2005q4	137,011					
9				2005q4 Total	137,011	\$67,683.43	34	0.373367	\$25,270.76	\$92,954.19
10	13833	QST	West Star Telecommunications LLC	2006q1	160,362					
11				2006q1 Total	160,362	\$79,218.83	31	0.335454	\$26,574.27	\$105,793.10
12	13833	QST	West Star Telecommunications LLC	2006q2	207,814					
13				2006q2 Total	207,814	\$102,660.12	28	.298588	\$30,653.08	\$133,313.19
14	13833	QST	West Star Telecommunications LLC	2006q3	206,734					
15	14069	MERC	Global Access LD LLC	2006q3	1					
16				2006q3 Total	206,735	\$102,127.09	25	.262739	\$26,832.77	\$128,959.86
17	13833	QST	West Star Telecommunications LLC	2006q4	25,024					
18	14069	MERC	Global Access LD LLC	2006q4	86,518					
19	13833	GBLX	WEST STAR TELE	2006q4	65,001					
20				2006q4 Total	176,543	\$87,212.24	22	.22788	\$19,873.93	\$107,086.17
21	14069	MERC	Global Access LD LLC	2007q1	20,030					
22	14069	NETL	Global Access LD LLC	2007q1	41,037					
23	13833	GBLX	WEST STAR TELE	2007q1	208					
24	14069	LATA1	True LD/Global Access LD	2007q1	129,072					
25				2007q1 Total	190,347	\$94,031.42	19	.193984	\$18,240.59	\$112,272.01
26	0	WCCS	Global Access LD LLC	2007q2	40,806					
27	0	MERC	Global Access LD LLC	2007q2	4,155					
28	12887	QST	Global Access / Southwest Communications	2007q2	1					
29	12887	QST	Global Access / Southwest Communications	2007q2	1					
30				2007q2 Total	44,963	\$22,211.72	16	0.161023	\$3,576.60	\$25,788.32
31	14069	NETL	Global Access LD LLC	2007q3	2					
32	12887	QST	Global Access - on behalf of - Southwest	2007q3	2					
33				2007q3 Total	4	\$1.98	13	.128972	\$0.25	\$2.23
34	0	WCCS	Global Access LD LLC	2007q4	34,049					
35	12887	QST	Global Access - on behalf of - Southwest	2007q4	10					
36	12887	QWS	Global Access - on behalf of - Southwest	2007q4	2					
37	14069	SAVON	GLOBAL ACCESS LD	2007q4	5,405					
38				2007q4 Total	39,466	\$19,496.20	10	.097806	\$1,906.85	\$21,403.05
39	12887	QST	Global Access - on behalf of - Southwest	2008q1	7					
40				2008q1 Total	7	\$3.46	7	.0675	\$0.23	\$3.69
41	12887	QST	Global Access - on behalf of - Southwest	2008q2	5					

2/5/09

West Star/Global Access LD/True LD Calls

[illegible]

EXHIBIT 16

Jump To...

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Corporate Inquiry

File Number: L-1135971-2

[Check Corporate Status](#)

Corp. Name: TRUE LD, LLC

Domestic Address

3045 N 1ST AVE STE A

TUCSON, AZ 85719

Statutory Agent Information

Agent Name: JOHN VOGEL

Agent Mailing/Physical Address:

3045 N 1ST AVE

TUCSON, AZ 85719

Agent Status: APPOINTED 09/08/2005

Agent Last Updated: 09/28/2004

Additional Corporate Information

Corporation Type: DOMESTIC L.L.C.

Business Type:

Incorporation Date: 06/03/2004

Corporate Life Period: PERPETUAL

Domicile: ARIZONA

County: PIMA

Approval Date: 06/03/2004

Original Publish Date: 09/20/2004

Member Information

JEFF LARSEN

MANAGER

3045 N 1ST AVE STE A

JOHN VOGEL

MANAGER

3045 N 1ST AVE STE A

TUCSON,AZ 85719 Date of Taking Office: 06/03/2004 Last Updated: 09/12/2005	TUCSON,AZ 85719 Date of Taking Office: 09/08/2005 Last Updated: 09/12/2005
JEFF LARSEN MEMBER 3045 N 1ST AVE STE A TUCSON,AZ 85719 Date of Taking Office: 06/03/2004 Last Updated: 09/12/2005	JOHN VOGEL MEMBER 3045 N 1ST AVE STE A TUCSON,AZ 85719 Date of Taking Office: 09/08/2005 Last Updated: 09/12/2005

AFFIDAVIT OF PUBLICATION
for Arizona Corporation Commission

AZ Corp. Commission
01004387

ARIZONA DAILY STAR
4850 South Park Avenue
Tucson, AZ 85714
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Fax (520) 573-4381

STATE OF ARIZONA
COUNTY OF PIMA

I, Janice Anderson, am authorized by the publisher as agent to make this affidavit of publication.
Under oath, I state that the following is true and correct.

The Arizona Daily Star, is a newspaper which is published daily, is of general circulation and is in compliance with the Arizona Revised Statutes §§ 10-140.34 & 39-201: A & B. (Please note, publication has to be completed within 60 days of filing.) The notice will be/has been published three (3) consecutive times in the newspaper listed above.

DATES OF PUBLICATION:

September 6, 7, 8, 2004

RECEIVED
847507
SEP 20 2004

THE NAME OF THE CORPORATION True LD, LLC

ARIZONA CORP COMMISSION
CORPORATIONS DIVISION

CORPORATE FILE NUMBER L-1135971-2

Note: This number is found on a top corner of the Commission approved document.

TYPE OF DOCUMENT

Articles of Organization

Examples: Merger between party a and party b; name change from/to; foreign authority with a fictitious name; articles of information; application for authority; articles of organizations; amendment, Etc..

AUTHORIZED SIGNATURE

Janice Anderson
Legal Advertising Representative



VALERIE S. GONZALES
Notary Public - Arizona
Pima County
Expires 09/30/06

SUBSCRIBED AND SWORN TO BEFORE ME ON THE

19th DAY OF Sept (Month), 2004 (Year)

NOTARY SIGNATURE

Valerie S. Gonzales

IT IS NOT NECESSARY TO ATTACH A CLIP OF THE PUBLISHED NOTICE.

EXHIBIT 17

**CGB - Form 499A Search Results Detailed Information**[FCC](#) > [CGB Home](#) > [499-A Search Form](#) > 499-A Detail[FCC site map](#)

FCC Form 499-A Telecommunications Reporting Worksheet

DETAILED INFORMATION

Filer Identification Information:

499 Filer ID Number: 826646
Registration Current as of: 4/1/2008
Legal Name of Reporting Entity: True LD, LLC.
Doing Business As: True LD, LLC.
Principal Communications Type: Prepaid Card
Universal Service Fund Contributor: No
(Contact USAC at 888-641-8722 if this is not correct.)
Holding Company:
Registration Number (CORESID): 0016535718
Management Company:
Headquarters Address: 2470 W. Majestic Pkwy
#120
City: Tucson
State: AZ
ZIP Code: 85705
Customer Inquiries Address: 2470 W. Majestic Pkwy
#120
City: Tucson
State: AZ
ZIP Code: 85705
Customer Inquiries Telephone: 920-629-4333
Other Trade Names: True LD

Agent for Service of Process:
Local/Alternate Agent for Service
of Process:

Telephone:

Extension:

Fax:

E-mail:

Business Address of Agent for
Mail or Hand Service of Documents:

City:

State:

ZIP Code:

D.C. Agent for Service of Process: Eva Armija True Long Distanc
Telephone: 520-629-4333
Extension:
Fax: 520-629-8355
E-Mail:

Business Address of D.C. Agent for
Mail or Hand Service of Documents: 2470 W Majestic Parkway Ste 120
City: Tucson
State:
ZIP Code: 85705

FCC Registration Information:

Chief Executive Officer: John Vogel
Business Address: 2470 W. Majestic Pkwy
#120
City: Tuscon
State: AZ
ZIP Code: 85705

Chairman or Other Senior Officer: Jeff Larsen
Business Address: 2470 W. Majestic Pkwy
#120
City: Tuscon
State: AZ
ZIP Code: 85705

President or Other Senior Officer:
Business Address:
City:
State:
ZIP Code:

Jurisdictions in Which the Filing Entity Provides Telecommunications Services:

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Colorado
Florida
Nebraska
North Carolina
Utah

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EXHIBIT 18

FILED
U.S. DISTRICT COURT
EASTERN DISTRICT OF LA
2007 AUG 31 PM 12:44
LORETTA G. WHYTE
CLERK

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

THERMO CREDIT, L.L.C.

VERSUS

WEST STAR
TELECOMMUNICATIONS, L.L.C. and
JEFFREY LARSEN

CIVIL ACTION NO.

SECTION:

JUDGE:

MAGISTRATE:

07-5299

SECT. T MAG. 5

COMPLAINT

NOW INTO COURT, through undersigned counsel, comes plaintiff Thermo Credit, LLC., who suggests that West Star Telecommunications, L.L.C. and Jeffrey Larsen are truly and justly indebted unto it, jointly, severally and *in solido*, for the following reasons and in the following respects, to-wit:

PARTIES

I.

Plaintiff Thermo Credit, L.L.C. ("Thermo Credit") is a limited liability company organized and existing under the laws of Colorado, with its principal place of business in New Orleans, Louisiana.

Fee \$350
✓ Process
X Dkt'd
CtRmDep
Doc. No.

II.

Made defendants herein are:

A. West Star Telecommunications, L.L.C. ("West Star") a limited liability company organized and existing under the laws of the State of Utah, who at all relevant times was doing business within the jurisdiction of this Court.

B. Jeffrey Larsen, a person of the age of majority and a domiciliary of the County of Salt Lake, Utah. At all times relevant hereto, Larsen was and remains the sole member of West Star Telecommunications, L.L.C. and the sole manager of said limited liability company.

JURISDICTION

III.

This Court has jurisdiction under 28 U.S.C. §1332 as there is complete diversity between the parties, and the amount in controversy exceeds \$75,000, exclusive of interest and costs. Furthermore, personal jurisdiction and venue are proper in this district and division because of the forum selection clause in the Factoring and Security Agreement ("FSA") §9.7, a copy of which is attached hereto as Exhibit "A", whereby Larsen-acting in his capacity as Manager of West Star-agreed to jurisdiction and venue of all disputes concerning the FSA in this jurisdiction.

**NATURE OF THE DISPUTE BETWEEN
PLAINTIFF AND DEFENDANTS**

IV.

On or about January 21, 2005, West Start entered into a Term Sheet for Direct Sales Receivables ("Term Sheet"), a copy of which is attached as Exhibit "B", which set forth the

parameters of Thermo Credit and West Star's respective obligations under a contemplated factoring and security agreement between the parties.

V.

The FSA was subsequently entered into by Thermo Credit and West Star on February 7, 2005. Larsen executed the FSA as the member and President of West Star.

VI.

Pursuant to the FSA, West Star unconditionally agreed to factor and/or sell certain of its telecommunications receivables and/or accounts to Thermo Credit, in return for the payment of certain amounts by Thermo Credit to West Star, all as more fully set forth in the FSA. West Star also agreed to pay certain origination, commitment, discount and termination fees pursuant to the FSA.

VII.

To further secure its obligation to Thermo Credit, West Star granted to Thermo Credit a first priority perfected security interest in all of West Star's right, title and interest in, to and under the telecommunications receivables and/or accounts purchased by Thermo Credit, as well as certain other assets, accounts and proceeds, all as more fully set forth in the FSA.

VIII.

For more than nine (9) months following the execution of the FSA, West Star obtained financing and factoring of receivables from Thermo Credit pursuant to the FSA; however, on or about December 2, 2005, West Star's telecom billings/receivables were no longer being processed through the agreed upon billing agent, ACI Billing Services, Inc/Billing Concepts.

IX.

West Star violated the FSA by, among other things, failing to pay the second installment of its commitment fee and failing to tender the minimum discount fees owed to Thermo Credit pursuant to the FSA.

X.

This breach of the FSA by West Star entitles Thermo Credit to the following recovery pursuant to the terms of the FSA:

Outstanding and Unsatisfied Advances	\$132,916
Second Installment of Commitment Fee	\$ 25,000
Minimum Discount Fees	\$ 43,500
Termination Fee	<u>\$100,000</u>
	\$301,416

XI.

Pursuant to §9.4 of the FSA, Defendant West Star unconditionally agreed to pay for all attorney's fees and costs incurred by Thermo Credit in attempting to collect on or enforce any part of the FSA.

XII.

Upon information and belief, Mr. Larsen severely undercapitalized West Star in fraud of West Star's creditors, including Thermo Credit. This lack of sufficient capitalization created a situation in which Mr. Larsen knew or should have known that he could not meet the obligations of his L.L.C. and could not operate without entering into a situation of legal or actual insolvency.

CAUSES OF ACTION

COUNT ONE: BREACH OF FACTORING AND SECURITY AGREEMENT

XIII.

Each of the foregoing paragraphs is incorporated herein by reference.

XIV.

West Star breached the FSA by failing and refusing to pay the aforementioned amounts owed to Thermo Credit under the FSA, despite amicable demand.

XV.

Sections §7.01 (a) and (l) of the FSA grant Thermo Credit the rights and remedies to foreclose on the security interest it retains in the collateral securing its loan and to proceed against West Star for any deficiencies in the amount obtained through seizure of said collateral.

COUNT TWO: ALTER EGO/CORPORATE VEIL PIERCING

XVI.

Each of the foregoing paragraphs is hereby incorporated as if copied *in extenso*.

XVII.

Thermo Credit asserts that West Star functioned as the *alter ego* of Larsen, such that the Court must pierce the corporate veil erected by West Star, and impose personal liability for the obligations under the FSA on Larsen. Upon information and belief, Thermo Credit asserts that the Court should pierce the corporate veil for the following reasons:

- a) Larsen commingled and/or converted West Star funds to his own use and benefit, over and above that amount permitted of him by his position as the President of the L.L.C.;

- b) Larsen failed to follow all statutory formalities required for incorporation and for the transaction of corporate affairs at West Star;
- c) Larsen created West Star with insufficient capitalization to meet its corporate obligations;
- d) Larsen and West Star failed to provide separate bank accounts and bookkeeping records for the corporate entity, and indeed failed to create an appropriate banking structure to service the factoring advances made by Thermo Credit to West Star and Larsen; and
- e) Larsen failed to conduct West Star business using the appropriate board meetings and other methods of obtaining corporate authorization for his actions.

WHEREFORE, Thermo Credit, L.L.C. prays that after due proceedings are had, this Court award it all relief available at law and equity against West Star Telecommunications, L.L.C. and Jeffrey Larsen, including but not limited to compensatory damages, attorney's fees, as provided for in the Factoring and Security Agreement, costs and legal and judicial interest, as well as all other relief this Court deems equitable. Thermo Credit, L.L.C. further prays that this Court recognize and maintain Thermo Credit, L.L.C.'s first priority perfected security interest, as set forth in the Factoring and Security Agreement.

Respectfully Submitted,



RANDALL A. SMITH, T.A. (La. Bar No. 2117)
J. GEOFFREY ORMSBY (La. Bar No. 24183)

-OF-

SMITH & FAWER, L.L.C.

201 St. Charles Ave., Suite 3702

New Orleans, LA 70170

Telephone No. (504) 525-2200

Facsimile No. (504) 525-2205

Counsel for Plaintiff, Thermo Credit, L.L.C.

EXHIBIT 19

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

THERMO CREDIT, L.L.C.	*	CIVIL ACTION
Plaintiff,	*	
versus	*	NO. 07-5299
	*	
WEST STAR TELECOMMUNICATIONS,	*	SECTION "B"
L.L.C. and JEFFREY LARSEN,	*	
Defendant,	*	MAG. DIV. "3"

ANSWER

Defendants West Star Telecommunications, L.L.C. and Jeffrey Larsen, by and through their undersigned counsel, hereby submit the following answer to Plaintiff's Complaint:

1. Defendants admit the allegations contained in paragraph I of Plaintiff's Complaint.
2. Defendants admit the allegations contained in paragraphs II(A) and (B) of Plaintiff's Complaint.
3. The allegations contained in paragraph III of Plaintiff's Complaint offer a legal conclusion requiring no response from Defendants. To the extent any response is deemed required, Defendants deny the same.
4. Defendants admit the allegations contained in paragraph IV of Plaintiff's Complaint.
5. Defendants admit the allegations contained in paragraph V of Plaintiff's Complaint.

6. The allegations contained in paragraph VI call for a legal conclusion requiring no response from the Defendants. To the extent any response is deemed required, Defendants deny the same.

7. The allegations contained in paragraph VII call for a legal conclusion requiring no response from the Defendants. To the extent any response is deemed required, Defendants deny the same.

8. Defendants deny the allegations contained in paragraph VIII of Plaintiff's Complaint.

9. Defendants deny the allegations contained in paragraph IX of Plaintiff's Complaint.

10. Defendants deny the allegations contained in paragraph X of Plaintiff's Complaint.

11. Defendants deny the allegations contained in paragraph XI of Plaintiff's Complaint.

12. Defendants deny the allegations contained in paragraph XII of Plaintiff's Complaint.

13. Defendants incorporate by reference their responses to paragraphs I through XII of Plaintiff's Complaint as if set forth in full herein.

14. Defendants deny the allegations contained in paragraph XIV of Plaintiff's Complaint.

15. Defendants deny the allegations contained in paragraph XV of Plaintiff's Complaint.

16. Defendants incorporate by reference their responses to paragraphs I through XV of Plaintiff's Complaint as if set forth in full herein.

17. Defendants deny the allegations contained in paragraph XVII of Plaintiff's Complaint.

18. Defendants deny each and every allegation contained in Plaintiff's Complaint which has not been specifically admitted herein.

And now, by way of affirmative defenses, Defendants submit as follows:

FIRST AFFIRMATIVE DEFENSE

As a defense and affirmative defense, Plaintiff's Complaint fails to state a cause of action upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

As an affirmative defense, Defendants assert that Plaintiff's claims are barred by the doctrine of failure of consideration.

THIRD AFFIRMATIVE DEFENSE

As an affirmative defense, Defendants assert that Plaintiff's claims are barred by the doctrines of waiver, estoppel and laches.

FOURTH AFFIRMATIVE DEFENSE

As an affirmative defense, Defendants assert that Plaintiff's claims are barred by the doctrine of payment.

FIFTH AFFIRMATIVE DEFENSE

As an affirmative defense, Defendants assert that Plaintiff's claims are barred by Plaintiff's own breach of contract.

SIXTH AFFIRMATIVE DEFENSE

As an affirmative defense, Defendants assert that Plaintiff's claims are barred by the doctrine of accord and satisfaction.

PRAYER FOR RELIEF

WHEREFORE, Defendants West Star Telecommunications, LLC and Jeffrey Larsen having fully answered Plaintiff's Complaint, pray for relief as follows:

1. That Plaintiff take nothing by way of its First Cause of Action and that judgment be entered in favor of Defendants and against Plaintiff thereon.
2. That Plaintiff take nothing by way of its Second Cause of Action and that judgment be entered in favor of Defendants and against Plaintiff thereon.
3. For costs and attorneys' fees as permitted by law.
4. For such other and further relief as the Court deems just and proper under the circumstances

DATED this ____ day of January, 2008.

LEMLE & KELLEHER, L.L.P.

By: /s/ David F. Waguespack

David F. Waguespack (#21121)
601 Poydras Street, Suite 2100
New Orleans, LA 70130
Telephone: 504-586-1241
Telecopy: 504-584-9142

and

VAN COTT, BAGLEY, CORNWALL & MCCARTHY

Robert E. Mansfield (6272)
36 South State Street, Suite 1900
Salt Lake City, Utah 84111-1478
Telephone: (801) 532-3333
Facsimile: (801) 534-0058
Email: rmansfield@vancott.com
Attorneys for Defendants

CERTIFICATE OF SERVICE

I hereby certify that on this ____ day of January, 2008, the foregoing ANSWER was filed with this Court using the CM/ECF system and relied upon that electronic court filing system to deliver notice to the following:

Randall A. Smith, T.A.
J. Geoffrey Ormsby
SMITH & FAWER, L.L.C.
201 St. Charles Ave., Suite 3702
New Orleans, LA 70170

EXHIBIT 20

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FCC Form 499-A Telecommunications Reporting Worksheet

DETAILED INFORMATION

Filer Identification Information:

499 Filer ID Number: 825032
Registration Current as of: 4/3/2006
Legal Name of Reporting Entity: West Star Telecommunications, LLC
Doing Business As: West Star Telecommunications, LLC
Principal Communications Type: Toll Reseller
Universal Service Fund Contributor: No
(Contact USAC at 888-641-8722 if this is not correct.)
Holding Company:
Registration Number (CORESID): 0012497913
Management Company:
Headquarters Address: 6905 South 1300 East #242
City: Midvale
State: UT
ZIP Code: 84047
Customer Inquiries Address: 6905 South 1300 East #242
City: Midvale
State: UT
ZIP Code: 84047
Customer Inquiries Telephone: 801-255-8927
Other Trade Names:

Agent for Service of Process:
Local/Alternate Agent for Service of Process:

Telephone:
Extension:
Fax:
E-mail:
Business Address of Agent for Mail or Hand Service of Documents:
City:
State:
ZIP Code:

D.C. Agent for Service of Process:
Telephone:
Extension:
Fax:
E-Mail:
Business Address of D.C. Agent for Mail or Hand Service of Documents:
City:
State:
ZIP Code:

FCC Registration Information:

Chief Executive Officer: **Jeff Larson**
Business Address: **6905 South 1300 East #242**
City: **Midvale**
State: **UT**
ZIP Code: **84047**

Chairman or Other Senior Officer:
Business Address:
City:
State:
ZIP Code:

President or Other Senior Officer:
Business Address:
City:
State:
ZIP Code:

Jurisdictions in Which the Filing Entity Provides Telecommunications Services:

Alabama
Arizona
Arkansas
California
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Johnston Atoll
Kansas
Kentucky
Louisiana
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EXHIBIT 21

**IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

TRUE LD LLC,)	
)	
	Plaintiff,	
)	
vs.)	No. 05-1159-CV-W-FJG
)	
SOUTHWEST COMMUNICATIONS, INC.,)	
)	
	Defendant.	
)	

ORDER

Currently pending before the Court is plaintiff's Motion for a Temporary Restraining Order and Preliminary Injunction (Doc. # 5).

I. Background

Defendant Southwest Communications and a third party, Global Access LD, LLC entered into a Telecommunications Service Agreement on March 12, 2004. The Agreement provided that Southwest Communications ("Southwest") would make certain Global Crossing telecommunications and data services available for resale by Global Access. True LD ("True") was not a party to this Service Agreement. The Service Agreement contained an arbitration provision. During the term of the Agreement, a billing dispute arose between Southwest and Global Access. On May 26, 2005, Southwest initiated a demand for arbitration against both Global Access and True with the American Arbitration Association. Southwest's arbitration demand was amended on October 18, 2005. Southwest alleged in its arbitration demand that True should be included in the arbitration proceedings because even though it did not sign the Agreement, it is the alter ego and/or successor in interest to Global Access. Southwest

also alleged that True accepted responsibility for making payments under the Agreement and finally argued that True was responsible under the theory of quantum meruit.

True argues that it should not be required to arbitrate this dispute because it is not a signatory to the Service Agreement, it is not a successor in interest nor is it the alter ego of Global Access. True argues that it does not own or control Global Access, it is a separate corporate entity, it maintains separate corporate offices, records and bank accounts. Thus, in the absence of an alter ego showing, True argues that it cannot be compelled to arbitrate claims that it is not a party to.

II. Discussion

A. Standard for Granting a Temporary Restraining Order

"In determining a litigant's right to preliminary injunctive relief the Court considers four factors: (1) the threat of irreparable injury to the plaintiff; (2) the balance of harm to the plaintiff if relief is not granted and harm to the defendant if an injunction is issued; (3) the plaintiff's likelihood of success on the merits; and (4) the public interest."

Medtronic, Inc. v. ETEX Corp., No. Civ. 04-1355 ADM/AJB, 2004 WL 768945 (D.Minn. Apr. 12, 2004) citing Dataphase Systems, Inc. v. C.L. Systems, Inc., 640 F.2d 109, 113 (8th Cir. 1981). This is the same standard that applies when a court considers whether a temporary restraining order should be issued. S.B. McLaughlin & Co. Ltd. v. Tudor Oaks Condominium Project, ABIO, 877 F.2d 707, 708 (8th Cir. 1989).

1. Threat of Irreparable Harm

True argues that the threat of irreparable harm is imminent and real as the arbitration is currently scheduled for December 1, 2005. True states that a preliminary injunction is appropriate when a court determines the inapplicability of an arbitration provision. True also argues that it will suffer harm in the form of attorneys' fees and other expenses if it is forced to comply with burdensome discovery requests and to participate in the December 1, 2005 arbitration hearing.

Southwest does not address this factor, but instead focuses on True's likelihood of success on the merits.

2. Likelihood of Success on the Merits

True states that it is likely to succeed on the merits because it did not sign the Service Agreement and it has not at any time consented to arbitration. True notes that there are five theories under which an unwilling non-signatory can be compelled to arbitrate: "1) incorporation by reference; 2) assumption; 3) agency; 4) veil-piercing/alter-ego; and 5) estoppel." Thomson-CSF, S.A. v. Am. Arbitration Ass'n., 64 F.3d 773, 776 (2d Cir. 1995). True states that it is unlikely that Southwest will be able to show that it was the alter-ego or successor in interest to Global Access because it does not own or control Global Access, it has not acquired any assets from Global Access, it is a separate corporate entity from Global Access, they maintain separate corporate offices, records and bank accounts. Thus, in the absence of any evidence showing that it was the alter-ego of Global Access, True states that cannot be compelled to arbitrate claims relating to agreements it was not a party to.

In opposition, Southwest argues that True should be held to the mandatory arbitration clause based on the doctrines of assumption, estoppel and veil-piercing/alter-

ego. Southwest states that under the doctrine of assumption, "a non-signatory may be bound by an arbitration clause if its subsequent conduct indicates that it is assuming the obligation to arbitrate." (Southwest's Suggestions in Opposition, p. 5). Southwest states that for the five and one-half months after the arbitration demand was filed True, through its counsel, participated in and consented to being a party to the arbitration proceeding. Southwest states that True filed an answering statement, assisted in selecting the arbitrator, elected to voluntarily participate in the expedited program, participated in all preliminary hearings with the arbitrator for the setting of pre-hearing deadlines and the hearing date and also filed preliminary witness and exhibit lists.

Southwest also argues that True is bound to the arbitration clause by the doctrine of estoppel because True knowingly accepted the benefits of an agreement with an arbitration clause. Therefore, Southwest argues that even though True did not sign the Agreement is it bound by the arbitration clause. Finally, Southwest argues that True is also bound because it is the alter-ego of Global Access. As evidence in support of this claim, Southwest states that Global Access and True are both Utah LLC's with the same managing member, registered agent and organizer, they both operate out of the same business address in Sandy, Utah, Global never possessed a valid Filer ID number as required by the FCC, Global never utilized any of the services provided by Southwest, but merely passed all of them on to True, Global's only customer was True, and True, rather than Global paid for the telecommunications services.

In reply, True argues that it did not waive its objection to the arbitration and participated in only a minimal manner by filing two pleadings and that it took no affirmative action in the arbitration. True also states that its original attorney objected to

the arbitration and stated that it was "never a party to the agreement and denies assuming any responsibilities under the agreement." (Ex.1 to True's Reply, at pg. 2). True also states that in its Affirmative Defenses, it raised the failure to state a claim as a defense.

After reviewing the arguments presented by defendant, the Court finds that it is not at all clear that True would likely succeed on the merits. Southwest has raised several arguments indicating that True can be forced to arbitrate this dispute. Therefore, the Court finds that this factor weighs against granting the temporary restraining order.

3. Balance of Equities

True argues that if the arbitration is enjoined, there will be only a slight delay while the Court makes a determination whether True is a proper party. If the Court ultimately determines that True is a proper party then Southwest can pursue its claims. However, if the arbitration is not enjoined, True argues that it will suffer the harm described above. After reviewing the briefs the Court finds that the balance of equities lies with Southwest. They have a dispute which is the subject of an Arbitration proceeding, the Arbitration has been pending since May 26, 2005 and they are entitled to a decision on the merits of their dispute. In contrast, True has simply not shown that it is likely that it will prevail on the merits. Therefore, the Court finds that this factor weighs in favor of denying the motion for temporary restraining order.

4. The Public Interest

True argues that the public has a strong interest in preserving the contractual

right for parties to agree to arbitrate their disputes and the public also has an interest in seeing that only parties who agree to arbitrate are brought into arbitration proceedings.

However, it is also true that there is a strong public interest in allowing parties to quickly and expeditiously resolve disputes that fall within arbitration provisions. Thus, the Court finds that this factor is neutral.

III. Conclusion

After consideration of the above noted factors, the Court does not find that issuance of a temporary restraining order in the instant case is warranted. Accordingly, plaintiff's motion for issuance of a temporary restraining order (Doc. # 5) is hereby **DENIED.**

Date: November 28, 2005
Kansas City, Missouri

/S/ FERNANDO J. GAITAN, JR.
Fernando J. Gaitan Jr.
United States District Judge

EXHIBIT 22

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF LOUISIANA

THERMO CREDIT, L.L.C.	*	CIVIL ACTION NO. 07-5299
	*	
VERSUS	*	SECTION: B
	*	
WEST STAR	*	JUDGE: LEMELLE
TELECOMMUNICATIONS, L.L.C.	*	
AND JEFFREY LARSEN	*	MAGISTRATE: 5 (CHASEZ)
	*	

CONSENT JUDGMENT

The parties to this matter, plaintiff Thermo Credit, L.L.C. and defendants West Star Telecommunications, L.L.C. and Jeffrey Larsen, have successfully agreed to a settlement of the claims herein and wish to enter this Consent Judgment:

On the express agreement and stipulation of the parties, the Court orders as follows:

IT IS HEREBY ORDERED that Jeffrey Larsen, shall make payment to Thermo Credit, L.L.C., via wire transfer to Thermo Credit, L.L.C.'s bank account (the account number is known and acknowledged by all parties, but for privacy purposes is not identified herein) of \$133,000 in the following manner:

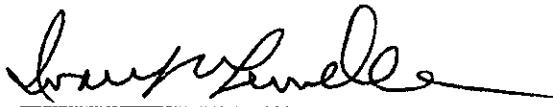
IT IS HEREBY FURTHER ORDERED that Jeffrey Larsen, shall make a payment of \$12,500 to Thermo Credit, L.L.C. by the means set forth above by or on February 8, 2008; and

IT IS HEREBY FURTHER ORDERED that by the last day of each month, with the first payment to be by or on February 29, 2008, Jeffrey Larsen shall make a payment of \$12,500 to Thermo Credit, L.L.C. by the means set forth above, up and through August 31, 2008, so that \$100,000 is paid to Thermo Credit, L.L.C. by August 31, 2008; and

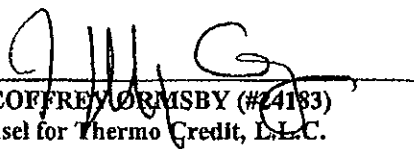
IT IS HEREBY FURTHER ORDERED that if Jeffrey Larsen makes the monthly payments as described above and furthermore, makes payment of \$100,000 by August 31, 2008, then the additional \$33,000 owed to Thermo Credit, L.L.C. by Jeffrey Larsen pursuant to this Consent Judgment is hereby extinguished and will not be owed by Jeffrey Larsen; and

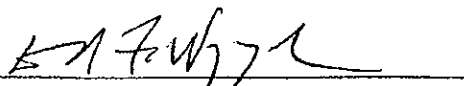
IT IS HEREBY FURTHER ORDERED that if Jeffrey Larsen fails to abide by any of the terms of this Consent Judgment, then Thermo Credit, L.L.C. maintains and possesses all legal rights against West Star Telecommunications, Inc. and Jeffrey Larsen to seek the amounts prayed for in the Complaint filed in this captioned matter, including its claims for principal owed, interest, costs and attorney's fees.

New Orleans, Louisiana, this 20th day of ^{March}~~February~~, 2008.


UNITED STATES DISTRICT JUDGE

AGREED AND ACCEPTED:


J. GEOFFREY ORMSBY (#24183)
Counsel for Thermo Credit, L.L.C.


DAVID F. WAGUESPACK (#21121)
Counsel for West Star Telecommunications, L.L.C.
and Jeffrey Larsen

CERTIFICATE OF SERVICE

I hereby certify that on July 7, 2008, a copy of the foregoing Comments of APCC Services, Inc. was delivered via overnight delivery or electronic mail(*) as indicated to the following parties:

John Vogel
True LD, LLC
2470 Majestic Pkwy, #120
Tucson, AZ 85705

Richard Rebetti
Chief Operating Officer
STi Prepaid, LLC
30-50 Whitestone Expressway, 4th Floor
Flushing, NY 11354

Chérie R. Kiser
Cahill Gordon & Reindel LL
1990 K Street, NW
Suite 950
Washington, DC 20006

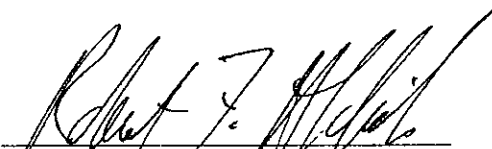
Best Copy and Printing*
Portals II, 445 12th Street, S.W.
Room CY-B402
Washington, DC 20554
fcc@bcpiweb.com

Myrva Charles*
Competition Policy Division
Wireline Competition Bureau
Federal Communications Commission
445 12th Street, S.W.
Washington, DC 20554
myrva.charles@fcc.gov

Jodie May*
Competition Policy Division
Wireline Competition Bureau
Federal Communications Commission
445 12th Street, S.W.
Washington, DC 20554
jodie.may@fcc.gov

David Krech*
International Bureau
Policy Division
Wireline Competition Bureau
Federal Communications Commission
445 12th Street, S.W.
Washington, DC 20554
david.krech@fcc.gov

Jim Bird*
Office of General Counsel
Federal Communications Commission
445 12th Street, S.W.
Washington, DC 20554
jim.bird@fcc.gov



Robert F. Aldrich

EXHIBIT 23

Southwest Communications, Inc

Payments received from Global Access (True LD)

Account: 590824577

Date	Amount	Transaction	Check #	From	WT #	ICN #
6/9/04	10,000.00	Check	5030	True LD		
7/28/04	15,000.00	Check	5116	True LD		
8/31/04	1,658.91	Check	5130	True LD		
9/2/04	17,733.42	Check	5139	True LD		
9/14/04	17,000.00	Check	5156	True LD		
9/27/04	21,405.13	Check	5169	True LD		
9/30/04	35,495.54	Check	5186	True LD		
10/28/04	133,894.54	Check	5215	True LD		
11/15/04	123,702.97	Check	5238	True LD		
12/21/04	48,911.45	Check	5293	True LD		
12/23/04	70,259.71	Check	5300	True LD		
1/7/05	67,583.02	Check	5325	True LD		
1/24/05	67,583.01	Check	5352	True LD		
2/11/05	32,339.50	Wire Transfer			00630	001903
2/11/05	2,666.50	Wire Transfer			01125	002565
2/18/05	31,000.00	Wire Transfer			00073	000171
2/28/05	31,000.00	Wire Transfer			01194	002848
3/7/05	25,000.00	Wire Transfer			01126	002919
3/14/05	25,000.00	Wire Transfer			01988	004422
3/21/05	25,000.00	Wire Transfer			01842	003972
3/28/05	40,000.00	Wire Transfer			00571	001732
3/30/05	27,000.00	Wire Transfer			01606	003678



True LD, LLC
3045 N. 1st Ave. Ste. A
Tucson, AZ 85719

WELLS FARGO BANK
5270 N. Oracle Rd.
Tucson, AZ 85704
91-52711221

5030

6/9/2004

PAY TO THE
ORDER OF

Southwest Communications, Inc.

\$ **10,000.00

Ten Thousand and 00/100

DOLLARS

Southwest Communications, Inc.
4100 N. Mulberry Dr.
Ste. 100
Kansas City, MO 64116

Two Signatures Required Over \$1,000

[Signature]
[Signature]

MEMO Contract Deposit / Global Access

⑈005030⑈ ⑆122105278⑆ 7604220587⑈

True LD, LLC

Southwest Communications, Inc.

6/9/2004

5030

Contract Deposit

10,000.00

Wells Fargo Checking

Contract Deposit

10,000.00

True LD, LLC

Southwest Communications, Inc.

Deposit on Account

7/27/2004

5111

15,000.00

Global Access

Wells Fargo Checking

15,000.00

True LD, LLC

Southwest Communications, Inc.

8/20/2004

5130

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
08/06/2004	Bill	061204	4,702.13	4,702.13		4,702.13
07/27/2004	Prepaid C	5116	15,000.00	-3,043.22		-3,043.22
				Check Amount		1,658.91

Wells Fargo Checking

Acct. # 0897343404

1,658.91



True LD, LLC
5045 N. 1st Ave. Ste. A
Tucson, AZ 85719

WELLS FARGO BANK
6270 N. Oracle Rd.
Tucson, AZ 85704
61-627/1221

5238

11/10/2004

PAY TO THE ORDER OF Southwest Communications, Inc.

\$ **123,702.97

One Hundred Twenty-Three Thousand Seven Hundred Two and 97/100*****

DOLLARS

Southwest Communications, Inc.
4100 N. Mulberry Dr.
Ste. 100
Kansas City, MO 64116

Two Signatures Required Over \$1,000

MEMO

⑈005238⑈ 122105278⑈ 7604220587⑈

True LD, LLC

5238

Southwest Communications, Inc.

11/10/2004

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
08/16/2004	Bill	072704	21,509.30	583.74		583.74
10/19/2004	Bill	101204	131,612.10	131,612.10		119,751.21
09/30/2004	Bill	092704	157,168.43	28,385.11		3,368.02
				Check Amount		123,702.97

Wells Fargo Checking

123,702.97

APLS REPI PAYMNT INQUIRY 339/WIR ACT ☐ 050211 001903 000 09/16/05 13:57

DDA/590824577

SOUTHWEST COMMUNICATIONS INC

{5000} ORIGINATING PARTY:

DDA/7604220587

TRUE LD LLC

3045 N 1ST AVE BLDG A

TUCSON AZ 85719-2560

{5100} ORIGINATING BANK PARTY:

/

WELLS FARGO BANK, N.A.

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DDA/590824577

SOUTHWEST COMMUNICATIONS INC

{5000} ORIGINATING PARTY:

DDA/7604220587

TRUE LD LLC

3045 N 1ST AVE BLDG A

TUCSON

AZ 85719-2560

{5100} ORIGINATING BANK PARTY:

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WELLS FARGO BANK, N.A.

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DDA/590824577

SOUTHWEST COMMUNICATIONS INC

{5000} ORIGINATING PARTY:

DDA/7604220587

TRUE LD LLC

3045 N 1ST AVE BLDG A

TUCSON

AZ 85719-2560

{5100} ORIGINATING BANK PARTY:

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WELLS FARGO BANK, N.A.

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DDA/590824577

SOUTHWEST COMMUNICATIONS INC

{5000} ORIGINATING PARTY:

DDA/7604220587

TRUE LD LLC

3045 N 1ST AVE BLDG A

TUCSON

AZ 85719-2560

{5100} ORIGINATING BANK PARTY:

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WELLS FARGO BANK, N.A.

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DDA/590824577

SOUTHWEST COMMUNICATIONS

INCORPORATED

{5000} ORIGINATING PARTY:

DDA/7604220587

TRUE LD LLC

3045 N 1ST AVE BLDG A

TUCSON

AZ 85719-2560

{5100} ORIGINATING BANK PARTY:

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WELLS FARGO BANK, N.A.

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DDA/590824577

SOUTHWEST COMMUNICATIONS

{5000} ORIGINATING PARTY:

DDA/7604220587

TRUE LD LLC

3045 N 1ST AVE BLDG A

TUCSON

AZ 85719-2560

{5100} ORIGINATING BANK PARTY:

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WELLS FARGO BANK, N.A.

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DDA/590824577

SOUTH WEST COMMUNICATIONS

{5000} ORIGINATING PARTY:

DDA/7604220587

TRUE LD LLC

3045 N 1ST AVE BLDG A

TUCSON

AZ 85719-2560

{5100} ORIGINATING BANK PARTY:

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WELLS FARGO BANK, N.A.

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DDA/590824577

SOUTHWEST COMMUNICATION

{5000} ORIGINATING PARTY:

DDA/7604220587

TRUE LD LLC

3045 N 1ST AVE BLDG A

TUCSON

AZ 85719-2560

{5100} ORIGINATING BANK PARTY:

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WELLS FARGO BANK, N.A.

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DDA/590824577

SOUTHWEST COMMUNICATIONS

{5000} ORIGINATING PARTY:

DDA/7604220587

TRUE LD LLC

3045 N 1ST AVE BLDG A

TUCSON

AZ 85719-2560

{5100} ORIGINATING BANK PARTY:

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WELLS FARGO BANK, N.A.

PRI: N POSS DUP: N TEST: STATUS: AGED ALT ID ☐
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BENEFICRY: N / 590824577 DD SOUTHWEST COMMUNICATIONS **CR
DB ACCT : 1020000350 GL FEDERAL RESERVE OF KANSAS CITY
CR ACCT : 590824577 DD SOUTHWEST COMMUNICATIONS INC..
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BOK 00918